

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Second Public Hearings to Consider the Termination of the Site and
Concurrency Development Agreement for Village Park Center PUD.

REQUESTED ACTION: Terminate Site and Concurrency Development Agreement for Village
Park Center PUD.

☐ Work Session (Report Only) **DATE OF MEETING:** 11/22/2011
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Planning & Development

BUDGET IMPACT: _____

☐ Annual **FUNDING SOURCE:** _____
☐ Capital **EXPENDITURE ACCOUNT:** _____
☒ N/A

HISTORY/FACTS/ISSUES:

On December 29, 20009, the Board adopted a Site and Concurrency Development Agreement, pursuant to Chapter 163, Florida Statutes, (Agreement) for the Village Park Center PUD (Project). The Project is proposed as a mixed use development located on the north side of C-466 between Buena Vista Blvd. and Morse Blvd.

The Agreement, attached for information, provides for specific development entitlements for the project as well as conditions that must be met for development to continue. On October 18, 2011, staff determined that the Project is in violation of the following conditions of the Agreement:

1. Section 12 requires a Property Owners Association ("POA"). From records pulled from the Florida Department of State on October 18, 2011, the Village Park Center Property Owners Association was administratively dissolved on September 23, 2011, by the Florida Department of State and is no longer an active entity. This is a violation of Section 12.
2. Section 16 requires the Current Owners to file an Annual Report to the County each year during the first 5 years of the term of the Project. The Agreement was adopted on December 29, 2009, and recorded on February 2, 2010. Based on the recording date of February 2, 2010, an Annual Report was due to the County within 45 days of February 2, 2011. As of October 18, 2011, no Annual Report has been filed with the County. This is a violation of Section 16.
3. Section 10.6 requires the perpetual maintenance of the 30 foot landscape buffer along the eastern property line of the Project. Staff inspected the 30 foot landscape buffer on October 18, 2011, and found that it is not being properly maintained pursuant to Section 10.6.

As a result of these violations of the Agreement, the Board set two (2) public hearings to consider the termination of the Agreement consistent with Section 17 of the Agreement. The first public hearing was held on November 8, 2011, at Sumter County Government Offices 910 N. Main Street, Bushnell, FL at 5:00 p.m. The second and final public hearing is being held tonight.

The information provided by Staff as part of the Executive Summary for first hearing on November 8,

2011, still applies with the exception of the Annual Report. The Annual Report was submitted to the County at the public hearing on November 8, 2011, 283 days past the due date. Staff completed a review of the Annual Report, which is documented in the attached Memo. As you will see from the information in the attached memo, the submitted Annual Report is insufficient, inaccurate, and 283 days late.

Based on the findings of Staff from the review of the Annual Report, Staff recommends the Board terminate the Site and Concurrency Development Agreement for Village Park Center PUD. The effect of terminating the Site and Concurrency Development Agreement will place the project in violation of its conditions of its RPUD zoning.

Attached for the Board's information are:

Staff Memo of Review of Annual Report; and
Executive Summary and Attachments from November 8, 2011, public hearing.

Memo

To: Board of County Commissioners
From: Brad Cornelius, AICP, CPM, Director
Date: November 16, 2011
RE: Review of Annual Report for Village Park Center PUD

At the first public hearing held by the Board of County Commissioners (BOCC), on November 8, 2011, Ms. Jo Thacker, attorney for Gary Thomas, submitted the Annual Report for the Village Park Center PUD. The following provides staff review of the submitted Annual Report.

1. Section 16.1 of the Site and Concurrency Development Agreement for Village Park Center PUD (Agreement) states: "Annual Reports must be filed with County each year during the initial five (5) years of the term of the Project, **not later than forty-five (45) days prior to the expiration of a yearly term.**"

County staff does not dispute the effective date and start of the term of the Agreement as shown in the Annual Report (April 14, 2010). However, based on the start of the term on April 14, 2010, the Annual Report must be filed with the County no later than forty-five (45) days prior to the expiration of the yearly term. In this case, the Annual Report was due to the County by February 28, 2011. The Annual Report was not filed with the County until November 8, 2011, 283 days late. This is a clear violation of the Agreement.

2. The Annual Report indicates that it was prepared by Gary Thomas as a Managing Member of "Village Park Center". Based on records of the Florida Department of State obtained on November 16, 2011, the Managing Member of Village Park Center, LLC is Planet Five at Village Park Center, LLC. The Managing Member of Planet Five at Village Park Center, LLC, is Planet Five Development Group, LLC. The Managing Member of Planet Five Development Group, LLC, is Paul Rohan. If the intent was for the Annual Report to be filed by Village Park Center Property Owners Association, then the Annual Report should specifically state so. However, the Annual Report is ambiguous as to which entity filed the Annual Report.
3. Statement #4 of the Annual Report states that the landscape buffer was constructed on the east property line, and that roads and infrastructure for the anticipated Phase I, estate lots, and eastern portion of the detached townhomes

was also constructed. Statement #4 does not fully and appropriately address the issue.

First, there is no mention of the previous public hearing process by the BOCC in May and June 2010 to consider rescinding the Agreement due to the failure of the developer to construct the stack block wall and landscape buffer consistent with the terms of the Agreement. On June 8, 2010, the BOCC ultimately extended the time for its completion to July 27, 2010. The only reference to this process in May and June 2010, is the attachment of the amended Agreement, approved by the BOCC on June 8, 2010. However, there is no discussion or acknowledgement within the Annual Report itself. The failure of including these facts as part of the discussion in the Annual Report is a severe failure of the Annual Report and may lead to a false representation of the circumstances that lead to the construction of the stack block wall and landscape buffer.

Second, Staff does not dispute that construction commenced on the infrastructure stated in the Annual Report. However, Staff disputes the characterization in the Annual Report that the construction of the listed infrastructure is complete. The listed infrastructure has not yet passed the required inspection by the County's Engineer. Consequently, the listed infrastructure is not complete. This is a severe failure of the Annual Report and may lead to a false representation of the status of the "completion" of the listed infrastructure.

4. Statement #5 states: "No undeveloped tracts of land in the development have been sold to a separate entity or developer." This statement fails to recognize the numerous foreclosure actions that were in process for properties within Village Park Center during this period. The following is a list of foreclosure cases in process during the reporting period:

Case #

Case # 602010CA000004

Case #602009CA000792

Case #602010CA000960

Closed on 12/6/2010 (Citimortgage)

Case #602010CA001270

Closed on 7/12/2011 (Ocwen Loan Servicing)

Case #602009CA000463

Closed. PMJ Capital Corp. issued a Certificate to Title by Sumter County Clerk on January 4, 2011 (See attached document)

Case #602010CA000051

Case #602009CA001070

Mrs. Nancy Steinmetz's attorney, Mr. Dean, stated at the November 8, 2011, public hearing that Mrs. Steinmetz recently prevailed in the foreclosure.

Case #602010CA001484

As shown in the above information, there was a change in ownership of land within the Village Park Center project during the period of April 14, 2010, to April 13, 2011. PMJ Capital Corp. took ownership of several parcels within

Village Park Center on January 4, 2011. Although it was not a “sale”, it was a significant change in ownership within the project and should have been reported.

In addition, on May 7, 2010, Michael Saba sold Lot 2 of Block A in Village Park Center to Carol Ann Kradin, Trustee of a Land Trust Agreement. The deed was recorded by the Sumter County Clerk on May 13, 2010, in O.R. Book 2190, Page 98 (See attached). This demonstrates that the response in Statement #5 is not correct. There was a sale of undeveloped land to a separate entity within the reporting period.

As part of Staff’s research of this issue, Staff has also identified a problem with one of the original signatories to the Agreement on December 29, 2009. Patricia Reid purchased Lot 2 of Block A in Village Park Center on May 28, 2008. The deed was recorded in O.R. Book 1955, Page 797, Public Records of Sumter County. On December 11, 2009, the Sumter County Clerk approved the issuance of a Certificate of Title in favor of Regions Bank for the property owned by Patricia Reid. The Certificate of Title is recorded in O.R. Book 1956, Page 17, Public Records of Sumter County. The Consent and Joinder for the Agreement was signed by Patricia Reid on January 11, 2010. On January 11, 2010, Patricia Reid no longer had a property interest in Village Park Center. On January 11, 2010, Regions Bank had a property interest in Village Park Center and did not sign a Consent and Joinder to the Agreement. This is strong example of the misrepresentation of property interests during the adoption of the Agreement in December 2009.

5. Statement #8 references Exhibit “B” of the Annual Report related to status of commitments and conditions of the Agreement. In review of Exhibit “B”, Staff finds the response in Exhibit “B” to be incomplete.

The response by the developer to condition 9.6 (Design Criteria: Setbacks & Buffering) of the Agreement is simply “Developer Acknowledges This Condition/Requirement”. As stated previously, there is significant information that is missing from the response regarding the issues related to the construction and maintenance of the stack block wall and landscape buffer. There is no mention of the amendment of the Agreement on June 8, 2010, to allow additional time to construct the stack block wall and landscape buffer. The amended Agreement is attached to the Annual Report but there is no discussion as to why the amendment was needed. In addition, there is no mention of the previous warning issued to the developer by the County on December 10, 2010, of the need to replace the landscape material by March 31, 2011, and the failure of the developer to resolve the issue by March 31, 2011. The email correspondence regarding this warning was entered into the record at the November 8, 2011, public hearing. The lack of a full response is misleading as to the developers past responsiveness in constructing the stack block wall and landscape buffer and its required maintenance.

The response by the developer to condition 11 of the Agreement (Property Owners Association) is simply “Developer Acknowledges This Condition/Requirement”. This response is insufficient. The Village Park Center Property Owners Association (POA) was administratively dissolved and reinstated on October 26, 2010, by the Florida Department of State. This dissolution placed the project in violation of the condition. The POA was again recently dissolved and reinstated on October 21, 2011. Although this second dissolution and reinstatement is outside of the reporting period of the Annual Report, it demonstrates a pattern of non-compliance with this condition.

In addition, the POA has not demonstrated the ability to assure the proper maintenance of the properties within the project. Staff inspections of Village Park Center on October 25, 2011, and November 14, 2011, identified significant problems related to the upkeep of properties. Some of the most significant problems were:

1. The landscape berm along the eastern property line was clearly not maintained. Nearly every tree was void of leaves and the shrubs did not appear healthy. The substandard condition of the landscape berm has been an ongoing issue since December 2010, within the period of the Annual Report. At the first public hearing on November 8, 2011, staff entered into the record an email exchange between staff and the developer which documents this issue in December 2010.
2. The project site, including the area proposed for Phase I, where it was represented in the Annual Report that the infrastructure was complete, was overgrown and not maintained.
3. The property around the four (4) homes was overgrown and not maintained.

The demonstrated inability by the developer to maintain an active POA (dissolved twice in a two year period) and inability of the POA to assure the proper maintenance of properties within the project are clear violations of this condition.

Finally, the response by the developer to condition 15 of the Agreement (Annual Report) is simply “Developer Acknowledges This Condition/Requirement”. This response is insufficient. As stated earlier, the developer has clearly not complied with the Annual Report due date. The Annual Report was not filed until November 8, 2011, at the BOCC public hearing, 283 days beyond the due date. As demonstrated in this review of the developer’s response to the status of the conditions, the developer has clearly misrepresented the facts of the status.

6. Statement #9 states no additional information is required. Staff disagrees. During the Annual Report period, significant changes and events have impacted this project. Specifically, several of the original signatory corporations are no longer valid corporations. The following corporations, which are principal signatories to the Agreement, have either been revoked or defaulted according to the records of the Nevada Secretary of State, where these corporations were registered: Village Park Associates, LLC, Village Park Center Investors, LLC, JP Developers, LLC, and Village Park Estate Homes, LLC. The Annual Report must provide an accounting of the changes in the ownerships within the project to maintain a clear record of which entities are involved in the project.

In addition, on June 10, 2010, a Federal Grand Jury in Miami, Florida issued an indictment against Jeffrey Phillips, Michelle Little, and Patricia Reid, along with several others, charging them with conspiracy to commit bank fraud and bank fraud (Federal Court Southern District of Florida Case #10-20437). Subsequent to the indictment, Jeffrey Phillips, Michelle Little, and Patricia Reid entered into plea agreements and pled guilty. This is relevant to the Annual Report due to the fact that Jeffrey Phillips, Michelle Little, and Patricia Reid are principal signatories to the Agreement. In addition, the charges stemmed from transactions within the Village Park Center project and one other project (River Springs). Failure to disclose or discuss these events as part of the Annual Report fails to address one of the most significant issues related to this project.

As demonstrated in the information presented above, Staff finds that the Annual Report submitted on November 8, 2011, is insufficient, inaccurate, and 283 days late.

PMJ CAPITAL CORP.,

Plaintiff,

vs.

WITHLACOOCHEE PARTNERS LLC, et. al.

Defendants.

IN THE CIRCUIT COURT OF THE 5TH
JUDICIAL CIRCUIT IN AND FOR
SUMTER COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 2009-CA-000463

CERTIFICATE OF DISBURSEMENTS

The undersigned Clerk of the Court certifies that he or she disbursed the proceeds received from the sale of the property as provided in the order or final judgment to the persons and in the amounts as follows:

Name

Amount

Total Disbursements:

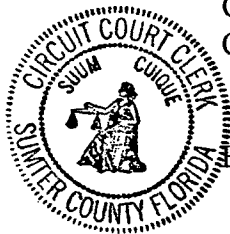
\$ 0

Surplus retained by clerk, if any:

\$ 0

IF YOU ARE A PERSON CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS. AFTER 60 DAYS, ONLY THE OWNER OF RECORD AS OF THE DATE OF THE LIS PENDENS MAY CLAIM THE SURPLUS.

WITNESS my hand and seal of the Court on this 4 day of January, 2011 ~~December, 2010~~.



GLORIA R. HAYWARD
CLERK OF THE COURT

By: Rebecca McCreha
As Deputy Clerk

PMJ CAPITAL CORP.,

Plaintiff,

vs.

WITHLACOOCHEE PARTNERS LLC, et. al.

Defendants.

IN THE CIRCUIT COURT OF THE 5TH
JUDICIAL CIRCUIT IN AND FOR
SUMTER COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 2009-CA-000463

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he or she executed and filed a certificate of sale in this action on December 22, 2010, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

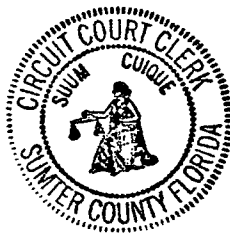
The following property in Sumter County, Florida:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO

was sold to: PMJ Capital Corp., One Fawcett Place, Greenwich, CT 06830

WITNESS my hand and seal of the Court on this 4 day of January, 2011

2010.



Gloria R. Hayward
CLERK OF THE COURT

By: Rebecca McCloskey
As Deputy Clerk

EXHIBIT "A"

**SEE ATTACHED LEGALS AS TO THE RIVER SPRINGS
PARCELS OWNED BY WITHLACOOCHEE PARTNERS, LLC;**

DESCRIPTION OF LOT 18, RIVER SPRINGS:

Lot 18 of RIVER SPRINGS, a proposed subdivision, lying in Sections 9, 10, 15, and 16, Township 19 South, Range 21 East, Sumter County, Florida, described as follows: from the North $\frac{1}{4}$ corner of Section 15, run N89°52'31" W, along the north boundary of the Northwest $\frac{1}{4}$ of said Section 15, a distance of 735.59 feet, to the right-of-way of a proposed road; thence along said road right-of-way, the following courses: S 00°28'09" W, a distance of 78.59 feet, to the Point of Curvature of a curve concave westerly, and having a radius of 280.80 feet; thence Southerly, along the arc of said curve, through a central angle of 28°14'18", a distance of 138.39 feet, to a Point on a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly, Southerly, and Southeasterly, along the arc of said curve, through a central angle of 60°32'20", a distance of 26.42 feet, to a Point on a Reverse Curve concave northwesterly, and having a radius of 65.00 feet; thence Southeasterly, Southerly, and Southwesterly, along the arc of said curve, through a central angle of 128°55'17", a distance of 146.26 feet, to a Point on a Reverse Curve concave southeasterly, and having a radius of 25.00 feet; thence Westerly and Southwesterly, along the arc of said curve, through a central angle of 64°06'50", a distance of 27.97 feet, to a Point on a Reverse Curve concave northwesterly, and having a radius of 4960.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 2°38'57", a distance of 229.34 feet, to the Point of Tangency of said curve; thence S 35°37'31" W, a distance of 13.12 feet, to the Point of Curvature of a curve concave northwesterly, and having a radius of 516.65 feet; thence Southwesterly, along the arc of said curve, through a central angle of 18°02'44", a distance of 162.72 feet, to a Point on a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly, Southerly, and Southeasterly, along the arc of said curve, through a central angle of 80°57'32", a distance of 35.32 feet, to a Point on a Reverse Curve concave southwesterly, and having a radius of 325.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 5°21'33", a distance of 30.40 feet, to the Point of Tangency of said curve; thence S 21°55'44" E, a distance of 63.73 feet, to the Point of Curvature of a curve concave westerly, and having a radius of 235.00 feet; thence Southeasterly, Southerly, and Southwesterly, along the arc of said curve, through a central angle of 81°49'30", a distance of 335.61 feet, to the Point of a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly and Southerly, along the arc of said curve, through a central angle of 75°58'27", a distance of 33.15 feet, to a Point on a Reverse Curve concave westerly, and having a radius of 1381.95 feet; thence Southerly, along the arc of said curve, through a central angle of 20°19'38", a distance of 490.28 feet, to a Point on a Compound Curve concave northwesterly, and having a radius of 1321.95 feet; thence Southerly and Southwesterly, along the arc of said curve, through a central angle of 63°16'07", a distance of 165.02 feet, to the Point of Tangency of said curve; thence S 67°31'04" W, a distance of 63.56 feet, to the Point of Curvature of a curve concave southeasterly, and having a radius of 25.00 feet; thence Southwesterly and Southerly, along the arc of said curve, through a central angle of 77°09'37", a distance of 33.67 feet, to a Point on a Reverse Curve concave northwesterly, northerly, and northeasterly, and having a radius of 65.00 feet; thence Southerly, Southwesterly, Westerly, Northwesterly, Northerly, and Northeasterly, along the arc of said curve, through a central angle of 257°09'37", a distance of 291.74 feet, to the Point of Tangency of said curve; thence N 67°31'04" E, a distance of 151.31 feet, to the Point of Curvature of a curve concave northwesterly, and having a radius of 180.00 feet; thence Northeasterly and Northerly, along the arc of said curve, through a central angle of 63°16'07", a distance of 198.76 feet, to a Point on a Compound Curve concave westerly, and having a radius of 1321.95 feet; thence Northwesterly, along the arc of said curve, through a central angle of 20°10'26", a distance of 465.46 feet, to a Point on a Compound Curve concave southwesterly, and having a radius of 25.00 feet; thence Northwesterly and Westerly, along the arc of said curve, through a central angle of 79°44'27", a distance of 34.79 feet, to a Point on a Reverse Curve, concave northerly and having a radius of 979.21 feet; thence Westerly, along the arc of said curve, through a central angle of 11°12'24", a distance of 191.53 feet, to a Point on a Reverse Curve concave southerly, and having a radius of 311.38 feet; thence Westerly and Southwesterly, along the arc of said curve, through a central angle of 44°29'51", a distance of 241.82 feet, to the Point of Tangency of said curve; thence S 51°02'36" W, a distance of 80.40 feet, to the Point of Curvature of a curve concave northerly, and having a radius of 179.72 feet; thence Southwesterly, Westerly, and Northwesterly, along the arc of said curve, through a central angle of 91°46'52", a distance of 287.89 feet, to the Point of Tangency of said curve; thence N 37°10'31" W, a distance of 262.14 feet; thence N 52°49'29" E, a distance of 60.00 feet, to the Point of Beginning; thence S 37°10'31" E, along the aforesaid road right-of-way, a distance of 217.88 feet; thence N 52°55'30" W, a distance of 123.99 feet; thence S 52°49'29" W, a distance of 130.90 feet, to the Point of Beginning, and end of this description.

Area described contains 0.674 ACRES

Legals for River Springs Subdivision Phase One

DESCRIPTION OF LOT 19, RIVER SPRINGS

Lot 19 of RIVER SPRINGS, a proposed subdivision, lying in Sections 9, 10, 15, and 16, Township 19 South, Range 21 East, Sumter County, Florida, described as follows: from the North $\frac{1}{4}$ corner of Section 15, run N89°52'31"W, along the north boundary of the Northwest $\frac{1}{4}$ of said Section 15, a distance of 735.59 feet, to the right-of-way of a proposed road; thence along said road right-of-way, the following courses: S 00°28'09" W, a distance of 78.59 feet, to the Point of Curvature of a curve concave westerly, and having a radius of 280.80 feet; thence Southerly, along the arc of said curve, through a central angle of 28°14'18", a distance of 138.39 feet, to a Point on a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly, Southerly, and Southeasterly, along the arc of said curve, through a central angle of 60°32'20", a distance of 26.42 feet, to a Point on a Reverse Curve concave northwesterly, and having a radius of 65.00 feet; thence Southeasterly, Southerly, and Southwesterly, along the arc of said curve, through a central angle of 128°55'17", a distance of 146.26 feet, to a Point on a Reverse Curve concave southeasterly, and having a radius of 25.00 feet; thence Westerly and Southwesterly, along the arc of said curve, through a central angle of 64°06'50", a distance of 27.97 feet, to a Point on a Reverse Curve concave northwesterly, and having a radius of 4960.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 2°38'57", a distance of 229.34 feet, to the Point of Tangency of said curve; thence S 35°37'31" W, a distance of 13.12 feet, to the Point of Curvature of a curve concave northwesterly, and having a radius of 516.65 feet; thence Southwesterly, along the arc of said curve, through a central angle of 18°02'44", a distance of 162.72 feet, to a Point on a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly, Southerly, and Southeasterly, along the arc of said curve, through a central angle of 80°57'32", a distance of 35.32 feet, to a Point on a Reverse Curve concave southwesterly, and having a radius of 325.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 5°21'33", a distance of 30.40 feet, to the Point of Tangency of said curve; thence S 21°55'44" E, a distance of 63.73 feet, to the Point of Curvature of a curve concave westerly, and having a radius of 235.00 feet; thence Southeasterly, Southerly, and Southwesterly, along the arc of said curve, through a central angle of 81°49'30", a distance of 335.61 feet, to the Point of a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly and Southerly, along the arc of said curve, through a central angle of 75°58'27", a distance of 33.15 feet, to a Point on a Reverse Curve concave westerly, and having a radius of 1381.95 feet; thence Southerly, along the arc of said curve, through a central angle of 20°19'38", a distance of 490.28 feet, to a Point on a Compound Curve concave northwesterly, and having a radius of 240.00 feet; thence Southerly and Southwesterly, along the arc of said curve, through a central

Legals for River Springs Subdivision Phase One

angle of $63^{\circ}16'07''$, a distance of 265.02 feet, to the Point of Tangency of said curve; thence $S\ 67^{\circ}31'04''\ W$, a distance of 63.56 feet, to the Point of Curvature of a curve concave southeasterly, and having a radius of 25.00 feet; thence Southwesterly and Southerly, along the arc of said curve, through a central angle of $77^{\circ}09'37''$, a distance of 33.67 feet, to a Point on a Reverse Curve concave northwesterly, northerly, and northeasterly, and having a radius of 65.00 feet; thence Southerly, Southwesterly, Westerly, Northwesterly, Northerly, and Northeasterly, along the arc of said curve, through a central angle of $257^{\circ}09'37''$, a distance of 291.74 feet, to the Point of Tangency of said curve; thence $N\ 67^{\circ}31'04''\ E$, a distance of 151.31 feet, to the Point of Curvature of a curve concave northwesterly, and having a radius of 180.00 feet; thence Northeasterly and Northerly, along the arc of said curve, through a central angle of $63^{\circ}16'07''$, a distance of 198.76 feet, to a Point on a Compound Curve concave westerly, and having a radius of 1321.95 feet; thence Northwesterly, along the arc of said curve, through a central angle of $20^{\circ}10'26''$, a distance of 465.46 feet, to a Point on a Compound Curve concave southwesterly, and having a radius of 25.00 feet; thence Northwesterly and Westerly, along the arc of said curve, through a central angle of $79^{\circ}44'27''$, a distance of 34.79 feet, to a Point on a Reverse Curve, concave northerly and having a radius of 979.21 feet; thence Westerly, along the arc of said curve, through a central angle of $11^{\circ}12'24''$, a distance of 191.53 feet, to a Point on a Reverse Curve concave southerly, and having a radius of 311.38 feet; thence Westerly and Southwesterly, along the arc of said curve, through a central angle of $44^{\circ}29'51''$, a distance of 241.82 feet, to the Point of Tangency of said curve; thence $S\ 51^{\circ}02'36''\ W$, a distance of 80.40 feet, to the Point of Curvature of a curve concave northerly, and having a radius of 179.72 feet; thence Southwesterly, Westerly, and Northwesterly, along the arc of said curve, through a central angle of $91^{\circ}46'52''$, a distance of 287.89 feet, to the Point of Tangency of said curve; thence $N\ 37^{\circ}10'31''\ W$, a distance of 262.14 feet; thence $N\ 52^{\circ}49'29''\ E$, a distance of 60.00 feet, thence $S\ 37^{\circ}10'31''\ E$, a distance of 262.14 feet, to the Point of Beginning of Lot 19, said point being the Point of Curvature of a curve concave northerly, and having a radius of 119.72 feet; thence Southeasterly, Easterly, and Northeasterly, along the arc of said curve and road right-of-way, through a central angle of $91^{\circ}46'52''$, a distance of 191.78 feet, to the Point of Tangency of said curve; thence $N\ 51^{\circ}02'36''\ E$, a distance of 80.40 feet; thence leaving said road right-of-way, run $N\ 24^{\circ}48'08''\ W$, a distance of 169.78 feet; thence $N\ 75^{\circ}57'11''\ W$, a distance of 120.75 feet; thence $S\ 11^{\circ}52'20''\ W$, a distance of 217.88 feet, to the Point of Beginning, and end of this description.

Area described contains 0.952 ACRES.

Legals for River Springs Subdivision Phase One

DESCRIPTION OF LOT 20 RIVER SPRINGS

Lot 20 of RIVER SPRINGS, a proposed subdivision, lying in Sections 9, 10, 15, and 16, Township 19 South, Range 21 East, Sumter County, Florida, described as follows: from the North $\frac{1}{4}$ corner of Section 15, run N89°52'31"W, along the north boundary of the Northwest $\frac{1}{4}$ of said Section 15, a distance of 735.59 feet, to the right-of-way of a proposed road; thence along said road right-of-way, the following courses: S 00°28'09" W, a distance of 78.59 feet, to the Point of Curvature of a curve concave westerly, and having a radius of 280.80 feet; thence Southerly, along the arc of said curve, through a central angle of 28°14'18", a distance of 138.39 feet, to a Point on a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly, Southerly, and Southeasterly, along the arc of said curve, through a central angle of 60°32'20", a distance of 26.42 feet, to a Point on a Reverse Curve concave northwesterly, and having a radius of 65.00 feet; thence Southeasterly, Southerly, and Southwesterly, along the arc of said curve, through a central angle of 128°55'17", a distance of 146.26 feet, to a Point on a Reverse Curve concave southeasterly, and having a radius of 25.00 feet; thence Westerly and Southwesterly, along the arc of said curve, through a central angle of 64°06'50", a distance of 27.97 feet, to a Point on a Reverse Curve concave northwesterly, and having a radius of 4960.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 2°38'57", a distance of 229.34 feet, to the Point of Tangency of said curve; thence S 35°37'31" W, a distance of 13.12 feet, to the Point of Curvature of a curve concave northwesterly, and having a radius of 516.65 feet; thence Southwesterly, along the arc of said curve, through a central angle of 18°02'44", a distance of 162.72 feet, to a Point on a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly, Southerly, and Southeasterly, along the arc of said curve, through a central angle of 80°57'32", a distance of 35.32 feet, to a Point on a Reverse Curve concave southwesterly, and having a radius of 325.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 5°21'33", a distance of 30.40 feet, to the Point of Tangency of said curve; thence S 21°55'44" E, a distance of 63.73 feet, to the Point of Curvature of a curve concave westerly, and having a radius of 235.00 feet; thence Southeasterly, Southerly, and Southwesterly, along the arc of said curve, through a central angle of 81°49'30", a distance of 335.61 feet, to the Point of a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly and Southerly, along the arc of said curve, through a central angle of 75°58'27", a distance of 33.15 feet, to a Point on a Reverse Curve concave westerly, and having a radius of 1381.95 feet; thence Southerly, along the arc of said curve, through a central angle of 20°19'38", a distance of 490.28 feet, to

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a Point on a Compound Curve concave northwesterly, and having a radius of 240.00 feet; thence Southerly and Southwesterly, along the arc of said curve, through a central angle of $63^{\circ}16'07''$, a distance of 265.02 feet, to the Point of Tangency of said curve; thence $S\ 67^{\circ}31'04''\ W$, a distance of 63.56 feet, to the Point of Curvature of a curve concave southeasterly, and having a radius of 25.00 feet; thence Southwesterly and Southerly, along the arc of said curve, through a central angle of $77^{\circ}09'37''$, a distance of 33.67 feet, to a Point on a Reverse Curve concave northwesterly, northerly, and northeasterly, and having a radius of 65.00 feet; thence Southerly, Southwesterly, Westerly, Northwesterly, Northerly, and Northeasterly, along the arc of said curve, through a central angle of $257^{\circ}09'37''$, a distance of 291.74 feet, to the Point of Tangency of said curve; thence $N\ 67^{\circ}31'04''\ E$, a distance of 151.31 feet, to the Point of Curvature of a curve concave northwesterly, and having a radius of 180.00 feet; thence Northeasterly and Northerly, along the arc of said curve, through a central angle of $63^{\circ}16'07''$, a distance of 198.76 feet, to a Point on a Compound Curve concave westerly, and having a radius of 1321.95 feet; thence Northwesterly, along the arc of said curve, through a central angle of $20^{\circ}10'26''$, a distance of 465.46 feet, to a Point on a Compound Curve concave southwesterly, and having a radius of 25.00 feet; thence Northwesterly and Westerly, along the arc of said curve, through a central angle of $79^{\circ}44'27''$, a distance of 34.79 feet, to a Point on a Reverse Curve, concave northerly and having a radius of 979.21 feet; thence Westerly, along the arc of said curve, through a central angle of $11^{\circ}12'24''$, a distance of 191.53 feet, to a Point on a Reverse Curve concave southerly, and having a radius of 311.38 feet; thence Westerly and Southwesterly, along the arc of said curve, through a central angle of $44^{\circ}29'51''$, a distance of 241.82 feet, to the Point of Tangency of said curve; thence $S\ 51^{\circ}02'36''\ W$, a distance of 80.40 feet, to the Point of Curvature of a curve concave northerly, and having a radius of 179.72 feet; thence Southwesterly, Westerly, and Northwesterly, along the arc of said curve, through a central angle of $91^{\circ}46'52''$, a distance of 287.89 feet, to the Point of Tangency of said curve; thence $N\ 37^{\circ}10'31''\ W$, a distance of 262.14 feet; thence $N\ 52^{\circ}49'29''\ E$, a distance of 60.00 feet, thence $S\ 37^{\circ}10'31''\ E$, a distance of 262.14 feet, to the Point of Curvature of a curve concave northerly, and having a radius of 119.72 feet; thence Southeasterly, Easterly, and Northeasterly, along the arc of said curve, through a central angle of $91^{\circ}46'52''$, a distance of 191.78 feet, to the Point of Tangency of said curve; thence $N\ 51^{\circ}02'36''\ E$, a distance of 80.40 feet, to the Point of Curvature of a curve concave southerly, and having a radius of 371.38 feet, said point being the Point of Beginning of Lot 20; from said Point of Beginning, run Northeasterly, along the arc of said curve, and the aforesaid road right-of-way, through a central angle of $21^{\circ}40'06''$, a distance of 140.45 feet; thence leaving said curve and road right-of-way, run $N\ 12^{\circ}06'09''\ W$, a distance of 203.92 feet; thence $S\ 53^{\circ}46'13''\ W$, a distance of 187.93 feet; thence $S24^{\circ}48'08''\ E$, a distance of 169.78 feet, to the Point of Beginning, and end of this description.

Area described contains 0.659 ACRES.

DESCRIPTION OF LOT 22, RIVER SPRINGS:

Lot 22 of River Springs, a proposed subdivision, lying in Sections 9, 10, 15, and 16, Township 19 South, Range 21 East, Santa Fe County, Florida, described as follows: from the North $\frac{1}{4}$ corner of Section 15, run N89°52'31"W, along the north boundary of the Northwest $\frac{1}{4}$ of said Section 15, a distance of 735.59 feet, to the right-of-way of a proposed road; thence along said road right-of-way, the following courses: S 00°28'09" W, a distance of 78.59 feet, to the Point of Curvature of a curve concave westerly, and having a radius of 280.80 feet; thence Southerly, along the arc of said curve, through a central angle of 28°14'18", a distance of 138.39 feet, to a Point on a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly, Southerly, and Southeasterly, along the arc of said curve, through a central angle of 60°32'20", a distance of 26.42 feet, to a Point on a Reverse Curve concave northwesterly, and having a radius of 65.00 feet; thence Southeasterly, Southerly, and Southwesterly, along the arc of said curve, through a central angle of 128°55'17", a distance of 146.26 feet, to a Point on a Reverse Curve concave southeasterly, and having a radius of 25.00 feet; thence Westerly and Southwesterly, along the arc of said curve, through a central angle of 64°06'50", a distance of 27.97 feet, to a Point on a Reverse Curve concave northwesterly, and having a radius of 4960.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 2°38'57", a distance of 229.34 feet, to the Point of Tangency of said curve; thence S 35°37'31" W, a distance of 13.12 feet, to the Point of Curvature of a curve concave northwesterly, and having a radius of 516.65 feet; thence Southwesterly, along the arc of said curve, through a central angle of 18°02'44", a distance of 162.72 feet, to a Point on a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly, Southerly, and Southeasterly, along the arc of said curve, through a central angle of 80°57'32", a distance of 35.32 feet, to a Point on a Reverse Curve concave southwesterly, and having a radius of 325.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 5°21'33", a distance of 30.40 feet, to the Point of Tangency of said curve; thence S 21°55'44" E, a distance of 63.73 feet, to the Point of Curvature of a curve concave westerly, and having a radius of 235.00 feet; thence Southeasterly, Southerly, and Southwesterly, along the arc of said curve, through a central angle of 81°49'30", a distance of 335.61 feet, to the Point of a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly and Southerly, along the arc of said curve, through a central angle of 75°58'27", a distance of 33.15 feet, to a Point on a Reverse Curve concave westerly, and having a radius of 1381.95 feet; thence Southerly, along the arc of said curve, through a central angle of 20°19'38", a distance of 490.28 feet, to a Point on a Compound Curve concave northwesterly, and having a radius of 240.00 feet; thence Southerly and Southwesterly, along the arc of said curve, through a central angle of 63°16'07", a distance of 265.02 feet, to the Point of Tangency of said curve; thence S 67°31'04" W, a distance of 63.56 feet, to the Point of Curvature of a curve concave southeasterly, and having a radius of 25.00 feet; thence Southwesterly and Southerly, along the arc of said curve, through a central angle of 77°09'37", a distance of 33.67 feet, to a Point on a Reverse Curve concave northwesterly, northerly, and northeasterly, and having a radius of 65.00 feet; thence Southerly, Southwesterly, Westerly, Northwesterly, Northerly, and Northeasterly, along the arc of said curve, through a central angle of 257°09'37", a distance of 291.74 feet, to the Point of Tangency of said curve; thence N 67°31'04" E, a distance of 151.31 feet, to the Point of Curvature of a curve concave northwesterly, and having a radius of 180.00 feet; thence Northeasterly and Northerly, along the arc of said curve, through a central angle of 63°16'07", a distance of 198.76 feet, to a Point on a Compound Curve concave westerly, and having a radius of 1321.95 feet; thence Northwesterly, along the arc of said curve, through a central angle of 20°10'26", a distance of 465.46 feet, to a Point on a Compound Curve concave southwesterly, and having a radius of 25.00 feet; thence Northwesterly and Westerly, along the arc of said curve, through a central angle of 79°44'27", a distance of 34.79 feet, to a Point on a Reverse Curve, concave northerly and having a radius of 979.21 feet; thence Westerly, along the arc of said curve, through a central angle of 11°12'24", a distance of 191.53 feet, to a Point on a Reverse Curve concave southerly, and having a radius of 311.38 feet; thence Westerly and Southwesterly, along the arc of said curve, through a central angle of 44°29'51", a distance of 241.82 feet, to the Point of Tangency of said curve; thence S 51°02'36" W, a distance of 80.40 feet, to the Point of Curvature of a curve concave northerly, and having a radius of 179.78 feet, said point being the Point of Beginning of Lot 22; thence Southwesterly, along the arc of said curve, through a central angle of 53°17'30", a distance of 167.16 feet, to a point on said road; thence along said road, and along the aforesaid road right-of-way, run S 28°57'29" W, a distance of 246.56 feet; thence N 58°47'36" E, a distance of 128.34 feet, thence N 28°57'29" W, a distance of 128.34 feet, to the Point of Beginning, and end of this description.

Area described contains 0.840 ACRES.

Description of Lot 38 and its Boundaries:

Lot 38 of RIVER SPRING proposed subdivision, lying in Sections 9, 10, 15 and 16, Township 19 South, Range 21 East, Sumter County, Florida, is described as follows: from the North $\frac{1}{4}$ corner of Section 15, run N89°52'31"W, along the north boundary of the North $\frac{1}{4}$ of said Section 15, a distance of 735.59 feet, to the right-of-way of a proposed road; thence along said right-of-way, the following courses: S 00°28'09" W, a distance of 78.59 feet, to the Point of Curvature of a curve concave westerly, and having a radius of 280.80 feet; thence Southerly, along the arc of said curve, through a central angle of 28°14'18", a distance of 138.39 feet, to a Point on a Reverse Curve concave easterly, and having a radius of 25.00 feet; thence Southwesterly, Southerly, and Southeasterly, along the arc of said curve, through a central angle of 60°32'20", a distance of 26.42 feet, to a Point on a Reverse Curve concave northwesterly, and having a radius of 65.00 feet; thence Southeasterly, Southerly, and Southwesterly, along the arc of said curve, through a central angle of 128°55'17", a distance of 146.26 feet, to a Point on a Reverse Curve concave southeasterly, and having radius of 25.00 feet; thence Westerly and Southwesterly, along the arc of said curve, through a central angle of 64°06'50", a distance of 27.97 feet, to a Point on a Reverse Curve concave northwesterly, and having a radius of 4960.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 01°49'03", a distance of 157.35 feet, to a Point on said Curve, and Point of Beginning of Lot 38; from said Point of Beginning, continue Southwesterly, along the arc of said curve, through a central angle of 00°49'54", a distance of 71.99 feet, to the Point of Tangency of said curve; thence S 35°37'31" W, a distance of 13.12 feet, to the Point of Curvature of a curve concave northwesterly, and having a radius of 516.65 feet; thence Southwesterly, along the arc of said curve, through a central angle of 10°05'34", a distance of 91.01 feet, to a Point on said Curve, thence leaving said curve and road right-of-way, run S 57°44'57" E, a distance of 251.93 feet; thence N 24°25'51" E, a distance of 166.82 feet; thence N 55°08'21" W, a distance of 211.65 feet, to the Point of Beginning, and end of this description. Area described contains 0.872 ACRES.

EXHIBIT "B"

**SEE ATTACHED LEGALS AS TO THE VILLAGE PARK PARCELS
OWNED BY VILLAGE PARK ESTATE HOMES LLC.**

LOT 3, BLOCK "1" VILLAGE PARK CENTER

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 07' 39" E., ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 15, 221.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 07' 39" E., ALONG SAID EAST LINE 80.00 FEET; THENCE RUN S. 90° 00' 00" W., 190.09 FEET; THENCE RUN N. 10° 03' 43" W., 54.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 27.00 FEET AND A CENTRAL ANGLE OF 62° 36' 22"; THENCE RUN ALONG THE ARC OF SAID CURVE 29.50 FEET SAID ARC HAVING A CHORD BEARING OF N. 21° 14' 28" E., AND A CHORD DISTANCE OF 28.06 FEET; THENCE RUN N. 90° 00' 00" E., 189.30 FEET TO THE POINT OF BEGINNING. CONTAINING 0.36 ACRES MORE OR LESS.

LOT 4, BLOCK "1" VILLAGE PARK CENTER

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. $00^{\circ} 07' 39''$ E., ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 15, 301.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. $00^{\circ} 07' 39''$ E., ALONG SAID EAST LINE 80.00 FEET; THENCE RUN S. $90^{\circ} 00' 00''$ W., 176.07 FEET; THENCE RUN N. $10^{\circ} 03' 43''$ W., 81.25 FEET; THENCE RUN N. $90^{\circ} 00' 00''$ E., 190.09 FEET TO THE POINT OF BEGINNING. CONTAINING 0.34 ACRES MORE OR LESS.

LOT 5, BLOCK "1" VILLAGE PARK CENTER

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 07' 39" E., ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 15, 381.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 07' 39" E., ALONG SAID EAST LINE 80.00 FEET; THENCE RUN S. 90° 00' 00" W., 162.05 FEET; THENCE RUN N. 10° 03' 43" W., 81.25 FEET; THENCE RUN N. 90° 00' 00" E., 176.07 FEET TO THE POINT OF BEGINNING. CONTAINING 0.31 ACRES MORE OR LESS.

LOT 6, BLOCK "1" VILLAGE PARK CENTER

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 07' 39" E., ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 15, 461.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 07' 39" E., ALONG SAID EAST LINE 80.00 FEET; THENCE RUN S. 90° 00' 00" W., 143.20 FEET; THENCE N. 19° 52' 39" W., 4.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 09° 48' 56"; THENCE RUN ALONG THE ARC OF SAID CURVE 47.11 FEET; THENCE RUN N. 10° 03' 43" W., 30.98 FEET; THENCE RUN N. 90° 00' 00" E., 162.05 FEET TO THE POINT OF BEGINNING. CONTAINING 0.28 ACRES MORE OR LESS.

LOT 7, BLOCK "1" VILLAGE PARK CENTER

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. $00^{\circ} 07' 39''$ E., ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 15, 541.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. $00^{\circ} 07' 39''$ E., ALONG SAID EAST LINE 83.00 FEET; THENCE RUN S. $90^{\circ} 00' 00''$ W., 123.64 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF $13^{\circ} 59' 42''$; THENCE RUN ALONG THE ARC OF SAID CURVE 79.38 FEET SAID ARC HAVING A CHORD BEARING OF N. $12^{\circ} 52' 48''$ W., AND A CHORD DISTANCE OF 79.19 FEET; THENCE RUN N. $19^{\circ} 52' 39''$ W., 6.17 FEET THENCE RUN N. $90^{\circ} 00' 00''$ E., 143.20 FEET TO THE POINT OF BEGINNING. CONTAINING 0.25 ACRES MORE OR LESS.

LOT 9, BLOCK "1" VILLAGE PARK CENTER

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 07' 39" E., ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 15, 714.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 07' 39" E., ALONG SAID EAST LINE 90.00 FEET; THENCE RUN S. 90° 00' 00" W., 123.98 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 14° 11' 18"; THENCE RUN ALONG THE ARC OF SAID CURVE 16.10 FEET SAID ARC HAVING A CHORD BEARING OF N. 06° 58' 00" E., AND A CHORD DISTANCE OF 16.06 FEET; THENCE RUN N. 00° 07' 39" W., 74.06 FEET; THENCE RUN N. 90° 00' 00" E., 122.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.25 ACRES MORE OR LESS.

LOT 10, BLOCK "1" VILLAGE PARK CENTER

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 07' 39" E., ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 15, 804.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 07' 39" E., ALONG SAID EAST LINE 90.00 FEET; THENCE RUN S. 90° 00' 00" W., 113.50 FEET; THENCE RUN N. 32° 04' 34" W., 64.10 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 38° 18' 07"; THENCE RUN ALONG THE ARC OF SAID CURVE 43.45 FEET SAID ARC HAVING A CHORD BEARING OF N. 33° 12' 43" E., AND A CHORD DISTANCE OF 42.65 FEET; THENCE RUN N. 90° 00' 00" E., 123.98 FEET TO THE POINT OF BEGINNING. CONTAINING 0.27 ACRES MORE OR LESS.

LOT 11, BLOCK "A" VILLAGE PARK CENTER

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. $00^{\circ} 07' 39''$ E., ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 15, 1039.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. $00^{\circ} 07' 39''$ E., ALONG SAID EAST LINE 97.45 FEET; THENCE RUN S. $90^{\circ} 00' 00''$ W., 113.50 FEET; THENCE RUN N. $00^{\circ} 07' 39''$ W., 97.45 FEET; THENCE RUN N. $90^{\circ} 00' 00''$ E., 113.50 FEET TO THE POINT OF BEGINNING. CONTAINING 0.25 ACRES MORE OR LESS.

LOT 12, BLOCK "A" VILLAGE PARK CENTER

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 07' 39" E., ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 15, 1137.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 07' 39" E., ALONG SAID EAST LINE 98.00 FEET; THENCE RUN S. 90° 00' 00" W., 113.50 FEET; THENCE RUN N. 00° 07' 39" W., 98.00 FEET; THENCE RUN N. 90° 00' 00" E., 113.50 FEET TO THE POINT OF BEGINNING. CONTAINING 0.26 ACRES MORE OR LESS.

DESCRIPTION:

LOT A13, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN N. 89°59'25"W. ALONG THE NORTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 451.41 FEET; THENCE S. 55°11'30" E. A DISTANCE OF 76.23 FEET; THENCE S. 17°54'54" E. A DISTANCE OF 77.92 FEET; THENCE S. 79°56'17" W. A DISTANCE OF 10.47 FEET; THENCE S. 10°03'43" E. A DISTANCE OF 277.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 10°03'43" E. A DISTANCE OF 138.09 FEET; THENCE S. 89°59'51" E. A DISTANCE OF 87.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.50 FEET AND A CENTRAL ANGLE OF 100°04'17"; THENCE RUN ALONG THE ARC OF SAID CURVE 21.83 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 38°58'26" E., AND A CHORD DISTANCE OF 19.16 FEET; THENCE N. 10°03'43" W. A DISTANCE OF 141.03 FEET; THENCE S. 79°56'17" W. A DISTANCE OF 101.09 FEET TO THE POINT OF BEGINNING.

DESCRIPTION:
LOT A14, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST
CORNER OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23
EAST, SUMTER COUNTY, FLORIDA; THENCE RUN N. 89°59'25"W. ALONG THE NORTH LINE
OF THE NORTHWEST 1/4 A DISTANCE OF 451.41 FEET; THENCE S. 55°11'30" E. A
DISTANCE OF 76.23 FEET; THENCE S. 17°54'54" E. A DISTANCE OF 77.92 FEET;
THENCE S. 79°56'17" W. A DISTANCE OF 10.47 FEET; THENCE S. 10°03'43" E. A
DISTANCE OF 139.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.
10°03'43" E. A DISTANCE OF 138.00 FEET; THENCE N. 79°56'17" E. A DISTANCE OF
101.09 FEET; THENCE N. 10°03'43" W. A DISTANCE OF 138.00 FEET; THENCE S.
79°56'17" W. A DISTANCE OF 101.09 FEET TO THE POINT OF BEGINNING.

DESCRIPTION:
LOT A15, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST
CORNER OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23
EAST, SUMTER COUNTY, FLORIDA; THENCE RUN N. 89°59'25"W. ALONG THE NORTH LINE
OF THE NORTHWEST 1/4 A DISTANCE OF 451.41 FEET; THENCE S. 55°11'30" E. A
DISTANCE OF 76.23 FEET; THENCE S. 17°54'54" E. A DISTANCE OF 77.92 FEET TO THE
POINT OF BEGINNING; THENCE S. 79°56'17" W. A DISTANCE OF 10.47 FEET; THENCE S.
10°03'43" E. A DISTANCE OF 139.43 FEET; THENCE N. 79°56'17" E. A DISTANCE OF
101.09 FEET; THENCE N. 10°03'43" E. A DISTANCE OF 71.41 FEET TO THE POINT OF
CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 63.00 FEET
AND A CENTRAL ANGLE OF 49°37'39"; THENCE RUN ALONG THE ARC OF SAID CURVE
54.57 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 14°45'07" E., AND A CHORD
DISTANCE OF 52.88 FEET; THENCE N. 89°59'51" W. A DISTANCE OF 114.58 FEET TO
THE POINT OF BEGINNING.

Rec 27.00
Doc 210.00
237.00

THIS INSTRUMENT PREPARED BY:
JERALD C. CANTOR, ESQ.
Phillips, Cantor & Shalek, P.A.
4000 Hollywood Blvd., Suite 375 South
Hollywood, Florida 33021
PROPERTY APPRAISER'S PARCEL NO.
D15F002 \$ 39,000.

WARRANTY DEED (Statutory Form-Section 689.02, F.S.)

THIS INDENTURE, made this 7th day of May, 2010, BETWEEN Michael J. Saba, a married man, whose post office address is 6315 D Orsay Court, Delray Beach, Florida 33484, grantor, and Carol Ann Kradin, as Trustee of the Land Trust Agreement dated May 7, 2010, whose post office address is 8779 Valhalla Drive, Delray Beach, Florida 33446, grantee*.

WITNESSETH that said grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: Taxes for the year 2010 and subsequent years; zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions and other matters appearing on the plat and/or common to the subdivision; and utility easements of record.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

N.B. Grantor hereby certifies that he does not reside on or adjacent to the above referenced property which is vacant land, and that his permanent residence is at the address set forth above.

*"Grantor" and "Grantee" are used for singular and plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered

Print Name:

Annette Starkey

Michael J. Saba

Michael J. Saba

Print Name:

FELIX C. CAUSO

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Michael J. Saba, a married man, who is personally known to me or has produced a driver's license to be the person described in and who executed the foregoing instrument and who did/did not take an oath and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of May, 2010.

(SEAL)



Notary Public, State of Florida

My commission expires: Aug. 26, 2011

Print Name: Annette Starkey

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COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 07' 39" E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, 141.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 07' 39" E., ALONG SAID EAST LINE 80.00 FEET; THENCE RUN S. 90° 00' 00" W., 189.30 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 27.00 FEET AND A CENTRAL ANGLE OF 18° 26' 42"; THENCE RUN ALONG THE ARC OF SAID CURVE 8.69 FEET SAID ARC HAVING A CHORD BEARING OF N. 61° 46' 00" E., AND A CHORD DISTANCE OF 8.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 63.00 FEET AND A CENTRAL ANGLE OF 86° 01' 24"; THENCE RUN ALONG THE ARC OF SAID CURVE 94.59 FEET SAID ARC HAVING A CHORD BEARING OF N. 27° 58' 38" E., AND A CHORD DISTANCE OF 85.95 FEET; THENCE RUN N. 90° 00' 00" E., 141.18 FEET TO THE POINT OF BEGINNING. CONTAINING 0.28 ACRES MORE OR LESS.

a/k/a

Lot 2, Block A, VILLAGE PARK CENTER, according to the Plat thereof, as recorded in Plat Book 10, at Page 23, of the Public Records of Sumter County, Florida

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **First Public Hearing to Consider the Termination of the Site and Concurrency Development Agreement for Village Park Center PUD.**

REQUESTED ACTION: Hold first public hearing to take testimony regarding the termination of the Site and Concurrency Development Agreement for Village Park Center PUD The second public hearing will be held on November 22, 2011

☐ Work Session (Report Only) **DATE OF MEETING:** 11/8/2011
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Planning & Development

BUDGET IMPACT:

☐ Annual
☐ Capital
☒ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

On December 29, 2009, the Board adopted a Site and Concurrency Development Agreement, pursuant to Chapter 163, Florida Statutes, (Agreement) for the Village Park Center PUD (Project). The Project is proposed as a mixed use development located on the north side of C-466 between Buena Vista Blvd. and Morse Blvd.

The Agreement, attached for information, provides for specific development entitlements for the project as well as conditions that must be met for development to continue. On October 18, 2011, staff determined that the Project is in violation of the following conditions of the Agreement:

- 1 Section 12 requires a Property Owners Association ("POA"). From records pulled from the Florida Department of State on October 18, 2011, the Village Park Center Property Owners Association was administratively dissolved on September 23, 2011, by the Florida Department of State and is no longer an active entity This is a violation of Section 12.
- 2 Section 16 requires the Current Owners to file an Annual Report to the County each year during the first 5 years of the term of the Project. The Agreement was adopted on December 29, 2009, and recorded on February 2, 2010. Based on the recording date of February 2, 2010, an Annual Report was due to the County within 45 days of February 2, 2011. As of October 18, 2011, no Annual Report has been filed with the County This is a violation of Section 16.
- 3 Section 10.6 requires the perpetual maintenance of the 30 foot landscape buffer along the eastern property line of the Project. Staff inspected the 30 foot landscape buffer on October 18, 2011, and found that it is not being properly maintained pursuant to Section 10.6.

As a result of these violations of the Agreement, the Board to set two (2) public hearings to consider the termination of the Agreement consistent with Section 17 of the Agreement. The first public hearing is being held tonight. The second public hearing is scheduled for November 22, 2011, at Colony Cottage Regional Recreation Center 510 Colony Blvd, The Villages, FL at 5:00 p.m.

The following is an update, as of November 2, 2011

- 1 On October 21, 2011, the Florida Department of State reinstated the POA. However, this is the seconded time the POA was administratively dissolved and the reinstated by the Florida Department of State. It is staff's opinion that the multiple failures to maintain an appropriately registered POA with the Florida Department of State are a gross violation of Section 12 of the Agreement.
2. The required annual report to the County has not been provided. It is staff's opinion that the filing of the annual report beyond the 45 day grace period is not sufficient for compliance.
- 3 Activity has started on correcting the condition of the berm. However, the berm is still not in compliance.

In addition, on November 2, 2011, Brad Cornelius, Director of Planning & Development, and Aimee Webb, Development Coordinator, met with Nancy Steinmetz. On October 25, 2011, Mrs. Steinmetz received a summary judgment that will provide her ownership of a majority of the property within the Village Park Center PUD. The case number is 602009CA001070.

No action is required at tonight's public hearing. The second and final public hearing is scheduled for November 22, 2011, at 5:00 p.m. at the Colony Cottage Recreation Center, 510 Colony Blvd, The Villages, FL 32162.

Attached for the Board's information are:

- Approved and recorded Site and Concurrency Development Agreement for the Village Park PUD;
 - Copy of letter sent to owners of record regarding public hearings for termination,
 - Email from Phillip Pierson, dated October 28, 2011,
 - Letter from Laura A. Vogal, Esq., dated October 31, 2011,
 - Florida Department of State Record for the Village Park Center Property Owner's Association, Inc.
 - Pictures of the berm taken on October 25, 2011.
-

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
PURSUANT TO
CHAPTER 163, FLORIDA STATUTES
[VILLAGE PARK CENTER PUD]**

THIS SITE AND CONCURRENCY DEVELOPMENT AGREEMENT, dated this 29 day of December, 2009, is entered into by and between:

- ☐ VILLAGE PARK ASSOCIATES, LLC, A NEVADA LIMITED LIABILITY COMPANY ("Associates"); and
- ☐ VILLAGE PARK CENTER INVESTORS, LLC, A NEVADA LIMITED LIABILITY COMPANY ("Investors"); and
- ☐ JP DEVELOPERS, LLC, A NEVADA LIMITED LIABILITY COMPANY ("JP"); and
- ☐ VILLAGE PARK ESTATE HOMES, LLC, A NEVADA LIMITED LIABILITY COMPANY ("Estate"); and
- ☐ VILLAGE PARK CENTER PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("POA"); and
- ☐ ORANGE BLOSSOM UTILITIES, INC., A FLORIDA CORPORATION ("Utilities") (by limited Joinder - see Section 7); and
- ☐ VILLAGE PARK AT 466, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("Park" by limited Joinder - see Section 12); and
- ☐ RONALD MILLER ("Miller") (by limited Joinder - see Section 12); and
- ☐ PATRICIA REID ("Reid") (by limited Joinder - see Section 12); and
- ☐ MICHELE LITTLE ("Little") (by limited Joinder - see Section 12); and
- ☐ THE COUNTY OF SUMTER, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("County")



(Note: Associates, Investors, Developers, and Estate are hereinafter collectively the "Current Owners" POA, to the extent that it holds title to any of the Property that is the subject of this Agreement, shall also be subject to the obligations of the Current Owners under this Agreement).

RECITALS:

- A. The Florida Local Government Development Agreement Act, Chapter 86-191, Laws of Florida, now codified at Sections 163.3220 through 163.3243, Florida Statutes, authorizes local governments to enter into development agreements with developers subject to the procedures and requirements of the Act.
- B. L & N Land Investments, Inc., a Florida Corporation (the "Original Owner") previously owned the parcel of real property located in Sumter County, Florida, depicted and described on attached Exhibit "A" (the "Property"), which is the subject of this Agreement. All of the Parties to this Agreement with the exception of the County (i.e. Associates, Investors, JP. Estate, POA, Utilities, Park, Miller, Reid and Little) are currently the Owners, in separate parcels, of all of the Property.
- C. The Property consists of two contiguous parcels of real property which were, previously, the subject of separate Memorandums of Agreement between Original Owner and County, one parcel being a 9.55 acre parcel described on attached Exhibit "B" (the "Commercial Parcel"), the second parcel being a 42.13 acre parcel described on attached Exhibit "C" (the "Mixed-Use Parcel"); less and except parcels thereof previously conveyed to third parties and described on attached Exhibit "D" (collectively the "Outparcels"). [The combination of the Commercial Parcel and Mixed-Use Parcel, less the Outparcels, is the "Property" described on Exhibit "A", and is the subject of this Agreement.] The Commercial Parcel and the Mixed-Use Parcel are the subject of separate prior Memorandums of Agreement between Original Owner and County, which are described in Recitals D, E and F below.
- D. On April 20, 2004, Original Owner received approval from County to develop the Commercial Parcel as a commercial development, and on September 28, 2004, Original Owner and County entered into a Memorandum of Agreement regarding the Commercial Parcel, which was recorded in OR Book 1274, at Page 576, of the Public Records of Sumter County, Florida ("Memorandum No. 1"). [NOTE: all references in this Agreement to recording information of instruments recorded in Public Records are references to the Official Records Books and Pages of the Sumter County, Florida, Public Records.]
- E. On July 12, 2005, Original Owner received approval from County to develop the Mixed-Use Parcel for a combination of residential and commercial uses, and on said date County and Original Owner entered into a Memorandum of Agreement regarding development restrictions upon, and development criteria for, the Mixed-Use Parcel, which was recorded in OR Book 1422 at Page 420 ("Memorandum No. 2").
- F. On July 12, 2005, Original Owner obtained zoning approval from County for the development of the Mixed-Use Parcel as a Residential Planned Unit Development ("RPUD") and as a condition of said zoning approval Original Owner agreed to certain development restrictions and criteria for the development of the Mixed-Use Parcel as are stated in the Memorandum of Agreement between Original Owner and County recorded in OR Book 1845, at Page 350 ("Memorandum No. 3").
- G. Subsequent to the date of Memorandum No. 3 described in the preceding Recital F the Original Owner and others conveyed to Current Owners, in multiple transactions, title to multiple parcels constituting all of the Property other than a tract (the "Utility Tract" described in Section 7 below) on which a wastewater treatment plant, and other utilities infrastructure, is being constructed to provide potable water and sanitary utility services for the Property, as described in Section 7 below.



- H. On May 13, 2008, County approved a Plat of the Property, named "Village Park Center" which was recorded in Plat Book 10, at Pages 23 23A of the Public Records of Sumter County, Florida (the "Current Plat").
- I. Current Owners have submitted to County a revised plan for the common development of the Property as a part of a mixed-use Residential Planned Unit Development, and as a part of the proposal have also submitted to County for its review and approval a proposed re-plat of a portion of the Original Plat, as described below.
- J. County and Current Owners enter into this Agreement to consolidate, amend and restate in total the terms and provisions of Memorandum No. 1, Memorandum No. 2, and Memorandum No. 3 regarding the development of the Property, and upon the execution of this Site and Concurrency Development Agreement by County and Current Owners this Agreement shall supersede and restate in total all of the terms and provisions of Memorandum No. 1, Memorandum No. 2, and Memorandum No. 3.
- K. County and Current Owners enter into this Agreement to memorialize and confirm their respective agreements, obligations and covenants regarding the permitted uses, development restrictions, and design criteria for the Property, as set forth below.
- L. As set forth later in this Agreement, the following third parties, who are the owners of individual Lots or tracts not owned by the Current Owners, have executed the attached Consent and Joinders to this Agreement to consent to and join into this Agreement as they relate to their respective properties:
- (1) Utilities has executed a Consent and Joinder as the owner of the Utility Tract, as set forth in Section 7 below.
 - (2) Village Park at 466, LLC, has executed its Consent and Joinder as the owner of a tract located within the boundaries of the Property, as set forth in Section 12 below.
 - (3) Ronald Miller, Michele Little, and Patricia Reid have executed their respective Consent and Joinders as the owners of individual Lots located within the boundaries of the Property, as set forth in Section 13 below.
- M. County has held public hearings to accept and encourage public input with respect to the proposal of the Current Owners contained in this Agreement, and has considered such public input.
- N. County has determined that the provisions of this Agreement and the contemplated vesting of the development rights contemplated by this Agreement are consistent with, and not in contravention of, the provisions of the County's Comprehensive Plan.
- O. County has provided its Notice of Intent to consider entering into this Site and Concurrency Development Agreement by advertisements published in the Villages Daily Sun, a newspaper of general circulation and readership in Sumter County, Florida, on November 28, 2009, and on December 21 2009, and by mailing a copy of the Notice of Intent to the Current Owners and to the persons and entities shown on the most recent Sumter County Tax Roll to be the Current Owners of property lying within 150 feet of the boundaries of the Parcels which are the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.
- P. The Sumter County Zoning & Adjustment Board, serving as the County's Local Planning Agency, held a public hearing on December 7, 2009, to consider this Agreement. The Board of County

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Commissioners held a public hearing on December 29, 2009, to consider this Agreement, and has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement is consistent with County's Comprehensive Plan and County's existing Land Development Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Owners agree (as applicable) as follows, which agreements shall be binding upon the parties and their respective successors and assigns, as applicable:

1. **Incorporation of Recitals.** The parties confirm and agree that the above recitals are true and correct and incorporate the terms and provisions herein for all purposes.
2. **Preliminary Statement.** This Chapter 163 Site and Concurrency Development Agreement is a consolidation, amendment, and restatement in total of all of the provisions of Memorandum No. 1, Memorandum No. 2, and Memorandum No. 3 described above in Recitals D, E, and F, respectively. Upon execution of this Agreement the terms and provisions hereof shall control the development of, permitted uses of, and development criteria for the Property. All terms and provisions of the prior three Memorandums are merged into this Agreement, which shall be the sole Agreement controlling future development of the Property, or portions thereof.
3. **Definitions.** For the purposes of this Agreement, in addition to any terms which are specifically defined elsewhere in this Agreement the following terms shall have the following meanings:
 - 3.1 **"Agreement"** -- This Chapter 163 Site and Concurrency Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3161 through 163.3215, inclusive, of the *Florida Statutes*.
 - 3.2 **"Consent" or "Consents"** -- As applicable, to one or more of the Consent and Joinders executed by Utilities, Ronald Miller, Michele Little, and Patricia Reid, under which the Parties executing the Consent and Joinders consent to, and join in to, this Agreement as they relate to their respective Parcels.
 - 3.3 **"County"** -- Sumter County, Florida, a political subdivision of the State of Florida.
 - 3.4 **"DCA"** -- The State of Florida Department of Community Affairs.
 - 3.5 **"District"** -- The Southwest Florida Water Management District, an agency of the State of Florida.
 - 3.6 **"Effective Date"** -- The date thirty (30) days after the State land planning agency has received from County a copy of this Agreement following its recordation in the Public Records of Sumter County, Florida, as is set forth more specifically in Section 20.1 below.
 - 3.7 **"FDOT"** -- The State of Florida Department of Transportation, an agency of the State of Florida.
 - 3.8 **"Master Site Plan"** -- The Conceptual PUD Master Site Plan for "Village Park Center" which has been submitted by Current Owners to County for approval, and approved by County on December 29, 2009. A copy of the approved Master Site Plan is attached to this Agreement as Exhibit "E".

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- 3.9 **"Parcel" or "Parcels"** -- As applicable, one or more of the Parcels of real property which are specifically described or defined under the terms of this Agreement.
- 3.10 **"Project"** -- The development of the Property (defined below) in accordance with the following conceptual plan:
- 3.10.1 The Property will be developed as a mixed-use Residential Planned Unit Development under the zoning classification of Planned Unit Development contained in County's Code of Ordinances.
- 3.10.2 All development of the Property shall be in accordance with the Master Site Plan shown on attached Exhibit "E".
- 3.10.3 The development of the Property shall be limited to those permitted uses, and their respective development intensities, shown in Section 5 below.
- 3.11 **"Property"** -- The real property which is the subject of this Agreement, and is described on the attached Exhibit "A", and consists of the combination of the Commercial Parcel described on attached Exhibit "B" and the Mixed-Use Parcel described on attached Exhibit "C", less and except the Outparcels described on attached Exhibit "D". All development of the Property shall be subject to, and in accordance with, the provisions of this Agreement.
- 3.12 **"Public Facilities"** -- Those public facilities that are identified in Section 14.
- 3.13 **"PUD"** -- The Village Park Center Planned Unit Development which is the subject of this Agreement.
- 3.14 **"Subdivision"** -- Any individual platted subdivisions located within the Project. Improvement plans for individual Subdivisions will be approved by County subject to the provisions of this Agreement and subject to the approved Master Site Plan, on a Subdivision-by-Subdivision basis.
4. **Duration of the Agreement.** Subject to the later provisions of this Agreement, this Agreement shall have a term of twenty (20) years, commencing on the Effective Date of the Agreement.
5. **Development Restrictions and Permitted Uses.** Permitted uses of, or portions thereof, and development restrictions with respect to, the Property, and amendments of the uses permitted or development restrictions regarding the Property, shall be in accordance with the provisions of this Section and Sections 6, 8, 9, 10 and 13 below.
- 5.1 **Initial Permitted Uses.** The initial permitted uses of the Property shall be as follows:

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PERMITTED USES	PARCELS BUILDINGS ON MASTER SITE PLAN	DEVELOPMENT INTENSITY	MAXIMUM HEIGHT
Single Family Residential (detached)	Lots 1-12 and Parcels labeled "Estate Home"	14 Units	35 feet ¹
Attached Townhomes	Townhome Parcels Identified on Site Plan	42 Units	35 feet ¹
Detached Homes	Detached Homes Parcels Identified on Site Plan	55 Units	35 feet ¹
Residential	Building C Residential	83,794 sq. ft. / 52 Units	35 feet ¹
Commercial	Building C Commercial	33,694 sq. ft.	35 feet ²
Office / Retail	Buildings A&B	42,196 sq. ft.	35 feet ²
Office / Retail	Building D	29,526 sq. ft.	35 feet ²
Office / Retail	Building E	17,640 sq. ft.	35 feet ²
Office / Retail	Building F	17,640 sq. ft.	35 feet ²
Restaurant	Restaurant A	5,500 Sq. ft.	35 feet ²
Restaurant	Restaurant B	5,500 Sq. ft.	35 feet ²
NOTE: ¹ No residential structures shall exceed 35 feet in height. ² The maximum building height for non-residential buildings shall be 35 feet, except for fully sprinkled buildings, which shall have a maximum height of 50 feet. Application of this design criteria of building heights shall not include uninhabitable architectural or mechanical features.			

5.2 **Amendment of Permitted Uses.** The permitted uses, development intensities, and maximum heights included in the preceding matrix may be amended or modified only by amendment of the terms of this Agreement.

5.3 **Relationship to Land Use Classification and Zoning Classification.** The restrictions on or provisions herein concerning the development of the Property or any portion thereof

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do not operate to supercede any applicable land use classification or zoning classification of the Parcels, or any portion thereof, subject to the following provisions:

- 5.3.1 The Property consists of parcels having land use classifications of Commercial and High Density Residential on the Future Land Use Map of County's Comprehensive Plan, and a zoning classification of Residential Planned Unit Development (RPUD) under County's Zoning Code.
 - 5.3.2 The Property or portions thereof may only be developed in accordance with the applicable land use classification and zoning classification of the Property that may exist, or be amended from time to time, under County's Comprehensive Plan, County Zoning Code, or County's Land Development Regulations. If an Owner desires use of a Parcel or a portion thereof which is not included in the matrix in Section 5.1 above the Owner must seek and procure the amendment of, as applicable, the land use classification or (zoning classification) or both, of the Parcel and an amendment of this Agreement.
6. Housing For Older Persons. Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the occupied residential units must be occupied by at least one (1) person fifty-five (55) years of age or older. It shall be the responsibility of the Board of the Property Owners' Association (see Section 12 below) to determine whether eighty percent (80%) of the occupied residential units on the Property are occupied by at least one (1) person who is fifty-five (55) years of age or older. No person under the age of eighteen (18) years of age may be a permanent occupant of any residential unit, except that persons under the age of eighteen (18) years may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by the rules and regulations of the Association, adopted by the Board of Directors of the Association. Notwithstanding anything in the contrary set forth in this Section, the restriction that no person under the age of eighteen (18) years of age may be a permanent occupant of any residential unit shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended to be consistent with, and are set forth in order to comply with the provisions of, the Federal Fair Housing Act and the Housing for Older Persons Act (collectively the "Act") and exceptions therefrom provided in 42 U.S.C. §3607. regarding discrimination of familial status, and may be amended at any time by a majority of the Association's Board of Directors (without the joinder or vote of owners) to reduce the fifty-five (55) years of age restriction if so permitted by the Act.
7. Utilities: Joinder Of Utilities Parcel Owners. Potable water and sanitary sewer services for the Property shall be provided by private entity utilities. County shall have no obligation to manage, maintain, repair, or operate utilities services on the Property. Sanitary sewer and potable water services for the Property shall be provided by an on-site wastewater treatment plant approved by County in 2004, and an on-site central water system, both utilities facilities located on the Utility Parcel which is described on attached Exhibit "F". All sanitary sewer and potable water services shall be provided in accordance with any applicable rules and regulations of County or any other Governmental Authority having jurisdiction over such services. Utilities executes its Consent and Joinder to this Agreement to agree to the terms and provisions of this Memorandum of Agreement and acknowledge that the terms of this Memorandum of Agreement shall encumber all of the Property, including the Utilities Parcel. The Joinder of Utilities to this Agreement is limited to these purposes.
8. Roads. No publicly dedicated roadways shall be constructed on the Property. The roads located within the boundaries of the Property and providing access to the individual Tracts and Lots depicted on the Current Plat are owned by the Association. Association shall provide to County, in form and content acceptable to County a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress over the Roadways for the purposes of access over the Roadways

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for governmental and public entities (including but not limited to law enforcement, fire, emergency services, building permit, and code enforcement activities). County shall have no obligation for the construction, improvement, maintenance or repair of any roadways on the Property. There shall be no direct access from any roadways constructed on the Property to the lands lying north of the Property. All owners of any portion of the Property confirm and acknowledge that County has no obligation or responsibility for the construction, maintenance or repair of roadways constructed on the Property. Unless the Current Owners have assigned to a third party ("Successor Developer") said road obligations, and said Successor Developer has in writing acknowledged the assumption of the obligation to construct roadway improvements, Current Owners shall be solely responsible for the construction of roads on the Property. Association shall be responsible for the inspection, repair, maintenance and replacement of the roadway facilities on the Property, and Association's Joinder to this Agreement constitutes an acknowledgment of the assignment of the obligations of Current Owners to Association for the inspection, repair, maintenance and replacement of roadway facilities and improvements, and an express assumption of those obligations. This assumption of obligations by Association shall not, however, operate to release Current Owners from their obligations to complete construction of all roadways planned under the improvement plans for the project, to be constructed on Tract Q as depicted on the Current Plat.

9. **Storm Water Management.** Storm water drainage, runoff and retention shall be pursuant to development orders or permits issued by the District, or development orders or permits as amended by the District, and as required by County's Development Code. All of the Property shall be served by a storm water management system designed in accordance with the regulations of the District and County and permitted by the District. County shall have no obligation for the construction of storm water management system improvements, or the maintenance of storm water management systems. Current Owners shall be responsible for the construction, operation and maintenance of storm water management system improvements in accordance with the terms of all development orders or permits issued by District and County. Current Owners shall have the right, subject to any required approval by District and County, to assign to the Association responsibility for inspection, maintenance, repair and replacement of surface water and storm water management system improvements, as set forth in Section 12.4 below.
10. **Design Criteria; Setbacks; & Buffering Requirements.** The Property may be developed as single lots or as multiple lot parcels, and shall be developed in accordance with the following development standards:
 - 10.1 **Impervious Surfaces.** The maximum impervious surface ratio (which includes building coverage) shall be limited to eighty percent (80%). Individual site plans with an impervious surface ratio in excess of eighty percent (80%) may be approved provided that the approved ratio, when considering all of the Property shall not exceed the eighty percent (80%) coverage ratio. Individual site plans submitted shall submit documentation that the aggregate of all the Property previously developed, and the proposed site plan, when considered in aggregate, will not exceed the eighty percent (80%) impervious surface ratio for the project.
 - 10.2 **Building Height.** The maximum building height for any residential building located on the Property shall be thirty-five feet (35'). The maximum building height for non-residential buildings located on the Property shall also be thirty-five feet (35'), except for fully sprinkled buildings, which may have a maximum height of fifty feet (50'). Application of this design criteria for building heights shall not include uninhabitable architectural or mechanical building features.
 - 10.3 **Lot Size.** No minimum lot size shall be required. However, all required setbacks must be provided.



- 10.4 **Lot Width.** No minimum lot width is required. However, all required setbacks must be provided.
- 10.5 **Setbacks.** Setbacks for individual lot or tracts in the Property shall be consistent with the approved Site Plan.
- 10.6 **Eastern Boundary.**
- 10.6.1 There shall be constructed and maintained a thirty foot (30') irrigated landscape buffer and stack block wall along the eastern boundary of the Property as depicted on Sheet No. 45 of the Construction Plans For The Village Park Center Downtown & Residential For Village Park Investors, LLC, as prepared by Springstead Engineering, Inc., under Job Number 031001.007, approved by the County on December 29, 2009. Installation of the buffer and stack block wall must be completed on or before the first of the following dates to occur: (1) the date of issuance of the first Certificate of Occupancy for a residence or model in the Estate section of the Property; or (2) March 1, 2010.
- 10.6.2 The irrigation system shall be provided for all shrubs and trees in the buffer, designed to deliver adequate water on a regular basis throughout the natural life of the landscaping; the system shall be designed, installed, operated, and maintained in accordance with the Florida Irrigation Society's "Standards and Specifications for Landscape Irrigation Systems," current edition.
- The irrigated landscape buffer shall be maintained in perpetuity, to achieve and preserve the intended dense screen of healthy shrubs and trees, and aided by such maintenance to thrive and grow to their full mature and natural form and habit. This perpetual maintenance shall include:
- 10.6.2.1 Provision and replenishment of pine straw mulch around all shrubs and trees to maintain soil moisture and minimize competing weed growth.
- 10.6.2.2 Regular removal and treatment for weeds in the turf and planted areas.
- 10.6.2.3 Regular mowing of turf to maintain a neat, pasture-like appearance; line trimming and edging of turf at bed lines, walls, and fence lines visible from Glen Hollow Farms.
- 10.6.2.4 Fertilization of trees, shrubs, and turf using appropriately formulated slow-release fertilizer, at a rate of three (3) times a year for a minimum period of four (4) years, to achieve the required mature growth and opacity of foliage.
- 10.6.3 The large oak tree currently located in the southeast corner of the Property between Lot 12 and the Lift Station originally intended to be removed by the Current Owners shall remain on the Property.
- 10.6.4 The POA shall be responsible for the inspection, maintenance, repair and replacement (as required) of the irrigated landscape buffer, stacked block wall and irrigation systems described previously in this Section 10.6, whether or not the POA is the owner of the parcel of the Property on which the improvements are located. The POA's right, and responsibility, to inspect, maintain, repair and

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replace these improvements shall be established in the terms of the Declaration to be recorded in the Sumter County Public Records, described in Section 12.2 below.

- 10.7 **Architecture Standards.** The architectural design and exterior elevations of all proposed structures on the Property shall be designed in conformance with the architectural and elevation renderings provided in the "Master Planning & Conceptual Design Package for Village Parc Centre" dated August 21, 2008, prepared by Burke Hogue & Mills Architecture and Interior Design, which has been submitted by Current Owners to County and approved by County. Current Owners shall implement these architecture standards requirement through the recordation of restrictive covenants under which architectural standards are controlled by an Architectural Review Board, or a similar entity, originally controlled by Current Owners or their designee and controlled after build-out by representatives of Owners of parcels of the Property.
- 10.8 **Parking Areas.** Each paved parking space located on the Property shall contain a rectangular area not less than twenty (20) feet in length and ten (10) feet in width. Each paved handicap parking space shall contain a rectangular area of not less than twenty (20) feet in length and twelve (12) feet in width. All handicap parking areas shall follow the guidelines of the Florida Accessibility Code, Section 11-46, Florida Administrative Code. Lines demarcating parking spaces may be drawn at various angles in relation to curbs or aisles, so long as parking spaces created are contained within the required rectangular areas. The number of required parking spaces shall be in accordance with the Schedule shown on the attached Exhibit "G".
- 10.9 **Building Heights.** The maximum building height for any residential building located on the Property shall be thirty-five feet (35'). The maximum building height for non-residential buildings located on the Property shall also be thirty-five feet (35'), except for fully sprinkled buildings, which may have a maximum height of fifty feet (50'). Application of this design criteria for building heights shall not include uninhabitable architectural or mechanical building features.
11. **Intersection Signalization.** If County, during the term of this Agreement, requests that Current Owners submit to County for its review a traffic signal warrant analysis for the potential signalization of the intersection of NE 62nd Terrace and C-466 then the following provisions shall be applicable:
- 11.1 Current Owners shall immediately procure, at their expense, a traffic signal warrant analysis prepared by qualified engineers, in accordance with methodology approved by County.
- 11.2 If County determines that the traffic signal warrant analysis substantiates the need for signalization of the intersection, County shall provide written notice to Current Owners, and Current Owners shall, at their cost immediately initiate and pursue completion with due diligence the design, permitting and construction of the signalization of the intersection, in accordance with plans and specifications reviewed and approved by County and any other applicable permitting governmental authority.
12. **Property Owners' Association ("POA").** Current Owners have formed the POA, a Florida not-for-profit Corporation, for the purpose of the ownership, inspection, maintenance, repair and replacement of Common Elements (defined below) on the Property. The rights, operations and activities of the POA shall be in accordance with the following provisions:
- 12.1 If title to a portion of the Property on which Common Elements (such as, but not limited to, roadways, buffer or landscape areas, and areas on which storm water management system improvements are constructed) is conveyed to the POA, the POA shall thereafter

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be responsible for the cost of inspection, maintenance, repair, and replacement of Common Element improvements located on the Property. Additionally, the POA may be charged with maintenance obligations under the terms of the Declaration described below.

12.2 Prior to the initiation of ownership of real property or maintenance obligations by the POA, Current Owners (or a Successor Developer to Current Owners) shall cause to be prepared, executed, and recorded in the Sumter County Public Records a Declaration of Covenants (the "Declaration") regarding the POA, containing therein copies of the Articles of Organization and Bylaws of the POA, the procedures for assessment of residential units or commercial properties for regular or special assessments, and the operating procedures for the POA.

12.3 Each owner of a residential lot or residential unit located on the Property shall be a member of the POA, and each owner of a commercial lot or commercial unit located on the Property shall be a member of the POA. Assessments for inspection, repair, maintenance, and replacement of common improvements owned or maintained by the POA shall be in accordance with the terms of the recorded Declaration. The Declaration shall contain the initial formula for allocation of assessments between residential units and commercial properties, and the procedure for adjustment of the same.

12.4 The POA shall have the authority and responsibility to inspect, maintain, repair, and replace surface water and storm water management system improvements (subject to the provisions of Section 9 above) as well as all other Common Areas, including roadways, water retention areas, and common ownership tracts, depicted on the approved Master Site Plan, and shall have the authority to levy assessments against its members for the purposes of the performance of the maintenance, repair, and replacement, all in accordance with the terms of the recorded Declaration.

13. Joinder By Additional Owners. Attached to this Agreement and incorporated herein for all purposes are the Joinder and Consents of Village Park at 466, LLC; Ronald Miller; Michelle Little; and Patricia Reid; who by their Joinder and Consent to this Agreement acknowledge and agree that:

13.1 They are each the owner of one or more individual parcels, tracts or Lots located within the boundaries of the Property.

13.2 They each consent to and join in this Agreement, acknowledge that the terms of this Agreement shall constitute an encumbrance on all of the Property, including the sub-parcels owned by them, and further acknowledge that future development of the Property, including their respective sub-parcels, shall be subject to the terms and provisions of this Agreement.

14. Development Permits Required.

14.1 Local Development Permits. The local development permits approved or needed to be approved for the development of each respective Parcels for their development in accordance with the provisions of this Agreement, and the status of each such permit or approval, as follows:

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PERMIT	STATUS
— Amendment of land use classification for the Property under the County's Comprehensive Plan	Completed
— Assignment of a zoning classification for the Property under the County's zoning code	Completed
— Sumter County approval of the Conceptual Master Plan for the project	Original Completed Modification Pending
— Southwest Florida Water Management District Environmental Resource Permit	Completed
— Florida Department of Environmental Protection Wastewater Treatment Facility Construction and Operation Permit	Completed
— Florida Department of Environmental Protection Sanitary Sewer Collection Permit	Completed
— Florida Department of Environmental Water Treatment Facility Construction and Operation Permit	Completed
— Southwest Florida Water Management District Water Use Permit	Original Completed Modification Pending
— Sumter County Connection Permit for connection of entrance road to C466	Completed
— Approval of improvements/construction plans through DRC for development	Original Completed Modification Pending
— Sumter County approval of final Plat of development	Completed
— Sumter County approval of Re-Plat of residential tracts	Pending

Nothing in this Agreement shall be deemed to obviate the Owners' compliance with terms and provisions of each such identified permits, nor to obligate County to grant any of the permits, actions, or approvals enumerated above.

14.2 **Additional Permits.** The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owners of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Parcels of the Owners, as applicable.

14.3 **Additional Conditions.** County reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary by them for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owners and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

15. **Public Facilities.** The Public Facilities that will service the developments of the Parcels owned by the Owners and described in this Agreement, the person or entity who shall provide such

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Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:

- 15.1 **Transportation Facilities.** All of the Property is located within the jurisdictional boundaries of County. This Agreement and the obligations of Current Owners and the Owner hereunder constitute, to the extent required, a Concurrency Development Agreement to mitigate the future traffic facilities impacts of the development of the Property.
- 15.2 **Potable Water.** Potable water services for the Project will be provided by Orange Blossom Utilities, Inc., the owner of a licensed private water system. The private water provider presently has the sufficient permitted constructed capacity, unreserved, to service the development of all of the Property.
- 15.3 **Sanitary Sewer.** Sanitary sewer services for the Property shall be provided by Orange Blossom Utilities, Inc. ("Utilities"), as the owner of a licensed private wastewater treatment and disposal system. The private wastewater treatment and disposal system owned by Utilities has sufficient permitted and constructed capacity, unreserved, to service the development of all of the Property.
- 15.4 **Solid Waste Collection.** Solid waste collection services for the Project will be provided by a private solid waste hauler. Solid waste disposal for the Project will be provided by the County's solid waste facility. The County's solid waste facility has sufficient permitted and constructed capacity, unreserved, available to provide solid waste disposal service for development of all of the Property.
- 15.5 **Fire Services.** Fire services for the Project will be provided by County, and County presently has sufficient permitted and constructed fire services capacity to provide fire services for the Project without a decrease in the County's level of services provided.
- 15.6 **Educational Facilities.** The Property is currently served by the following schools, operated by the Sumter County Board of Public Education:
 - 15.6.1 Wildwood Elementary School.
 - 15.6.2 Wildwood Middle/High School.
- 15.7 **Recreational Facilities.** The Property is served by recreational facilities owned by Sumter County, including Lake Miona Park located within 1 ¼ miles of the Property, Oxford Park located within 2 ¼ miles of the Property, and Cherry Lake Park located within 3 miles of the Property.
- 15.8 **Health Systems and Facilities.** Villages Regional Medical Center is located within 3.25 miles of the Property.
16. **Annual Report.** During the term of this Agreement, Current Owners agree to file Annual Reports with respect to the Project with County and with the DCA (if applicable under the later provisions of this Section), in accordance with the following provisions:
 - 16.1 Annual Reports must be filed with County each year during the initial five (5) years of the term of the Project, not later than forty-five (45) days prior to the expiration of a yearly term.
 - 16.2 The Annual Report filed with County and the DCA (as applicable) shall contain the information required to be filed in the Annual Report under the then-existing provisions in Chapter 163 of the Florida Statutes, and such other information as is reasonably required by County related to the specific terms and provisions of this Agreement



- 16.3 County will have the right, without modification of this Agreement, to agree to eliminate some or all of the reporting requirements included in the Annual Reports by separate written agreement with Current Owners.
- 16.4 During the term of this Agreement, Current Owners shall timely file with the DCA, as Annual Reports included under the terms of this Agreement, Annual Reports as required under the provisions of Chapter 163 of the *Florida Statutes* as the same may subsequently be amended or modified. Current Owners shall provide to County, if not required by statute, a copy of all Annual Reports filed with the DCA simultaneous with their filing. The information required in County's Annual Reports (as described above) which is not included in the Annual Reports required to be filed with the DCA shall be included in supplemental Annual Reports simultaneously filed with County with the transmittal of the copy of the Annual Report filed by Current Owners with the DCA.
- 17 **Termination.** Termination of this Development Agreement shall be in accordance with the following provisions:
- 17.1 **Termination by County.** If County finds on the basis of the Annual Report, or otherwise, that Current Owners have failed to comply with the terms of this Agreement, County may, after written notice to Current Owners designating a reasonable time to cure any such non-compliance by Current Owners, terminate or modify this Agreement, at County's sole and absolute discretion by the Board of County Commissioners after review and consideration of Staff findings at two (2) Public Hearings of the Board of County Commissioners or by one (1) Public Hearing of the Zoning Adjustment Board (the Local Planning Agency) and one (1) Public Hearing of the Board of County Commissioners. The choice of which Public Hearing procedure to exercise shall be at the sole discretion of the Board of County Commissioners.
- 17.2 **Termination by Mutual Consent.** This Agreement may be terminated by the mutual agreement of Current Owners and County, evidenced by writing and signed by appropriate representatives of each party. If under the terms of this Agreement Current Owners are obligated to construct improvements to traffic facilities which are owned by or located in the County, termination of this Agreement by County and Current Owners will require the consent and joinder of the County in order to release Current Owners from the obligations to construct the required traffic improvements, if such improvements must be constructed under the terms of this Development Agreement.
- 17.3 **Effect of Termination.**
- 17.3.1 Upon (a) a termination of this Agreement under the provisions of Sub-section 17.1; or (b) the expiration of the term of this Agreement; the provisions of Sections 5, 6, 7, 8, 9 and 10 of this Agreement shall remain in full force and effect and shall be binding upon Current Owners and any successor-in-title to Current Owners to the Property or any portion thereof.
- 17.3.2 In the event of the termination of this Agreement under the provisions of Sub-section 17.2 above, all of the rights of Current Owners and County and hereunder shall terminate and subsequent development of the Property shall be limited to uses permitted in the then-existing land use designation of the Property (or any portions thereof) as set forth on the Future Land Use Map of County's Comprehensive Plan, and any then-existing zoning classification of the Property, or any portions thereof, or any subsequent amendments thereto.
18. **Conflict.** In the case of a conflict between the terms of this Agreement and County's Zoning Code, the terms of this Agreement shall control. Matters not specifically addressed in this

Agreement shall be controlled by the terms and provisions of County's Zoning Code, as then amended.

19. **Binding Effect.** The terms and conditions set forth in this Agreement shall inure to the benefit of Owner, as the Owner of the Property, and any successor-in-title to Owner as to the Property or any portion thereof, and shall additionally constitute a covenant running with title to the Property or any portions thereof, and shall be legally binding upon any heirs, assigns, and successors-in-title or interest to the Owner of the Property or any portion thereof.

20. **Enforcement.** Enforcement of this Agreement shall be undertaken through the Sumter County Board of County Commissioners ("County Commission"). Upon approval of this Agreement the Property shall only be used for the Permitted Uses described herein. No changes in the Permitted Uses, further expansion of the Permitted Uses, addition to the Permitted Uses, or addition to the facilities shall be permitted except as approved by formal amendment of this Agreement.

21. **General Provisions:**

- 21.1 **Effective Date.** After its execution by all Parties, including the execution of all referenced Consents and Joinders described above this Agreement shall be recorded in the Public Records of Sumter County, Florida, and the Effective Date of the Agreement shall be determined in accordance with the following provisions:

21.1.1 The County shall record (recording costs shall be paid by Current Owners) this Agreement in the Public Records of Sumter County, Florida, within fourteen (14) days after the date of the execution of this Agreement by County.

21.1.2 County shall provide (by certified or registered mail) a copy of this Agreement, after recordation in the Public Records, to the State Land Planning Agency (the Florida Department of Community Affairs) within fourteen (14) days after the date the Agreement is recorded in the Public Records.

21.1.3 The "Effective Date" of this Agreement shall be the date thirty (30) days after the date the recorded Agreement has been received by the State Land Planning Agency pursuant to the preceding provisions of this Section 20.1

21.1.4 In the event this Agreement is amended the Effective Date of the Amendment the Amendment shall be recorded, and the Effective Date of the Amendment, shall be determined in accordance with the procedures and terms of this Section 21.1.

21.2 **Notices.**

21.2.1 **Effective Date of Notices.** Any notice required or permitted hereunder, and all demands and requests given or required to be given by and party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (a) when received if personally delivered or sent by telex, telegram, or facsimile, or (b) if sent by Federal Express (which terms shall be deemed to include within it any other nationally recognized reputable firm of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next day delivery, or (c) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt, addressed as set forth in this Section.

21.2.2 **County's Address.** If given to Sumter County any notice hereunder shall be addressed and given as follows:

Sumter County, Florida
Attn: County Administrator

SUMTER COUNTY, FLORIDA
CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
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910 North Main Street
Bushnell, FL 33513



With Copy to: Sumter County Attorney
910 North Main Street
Bushnell, FL 33513

With Additional Copy to: Sumter County Planning Department
910 North Main Street
Bushnell, FL 33513

21.2.3 Current Owners' Addresses. If given to Current Owners, any notice hereunder shall be addressed and given as follows:

VILLAGE PARK ASSOCIATES, LLC
Manager: Mr. Paul Rohan
9000 Regency Square Blvd., Ste. 200
Jacksonville, FL 32211

VILLAGE PARK CENTER INVESTORS, LLC
Manager: Commercial First, LLC
Attn: Mr. Jeffrey Phillips
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

JP DEVELOPERS, LLC
Attn: Mr. Jeffrey Phillips
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

VILLAGE PARK ESTATE HOMES, LLC
Manager: Commercial First, LLC
Attn: Mr. Jeffrey Phillips
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

With Single Copy To:
Gray, Ackerman & Haines, P.A.
Attn: Steven H. Gray, Esquire
125 NE 1st Avenue, Ste. 1
Ocala, FL 34470
Tel: (352) 732-8121
Fax: (352) 368-2183
E-mail: sgray@gahlaw.com

21.2.4 POA Address. If given to POA a Notice hereunder shall be addressed and given as follows:

VILLAGE PARK CENTER PROPERTY OWNERS ASSOCIATION, INC.
Attn: Mr. Jeffrey Phillips, President
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431

With Single Copy To:
Gray, Ackerman & Haines, P.A.
Attn: Steven H. Gray, Esquire
125 NE 1st Avenue, Ste. 1

2010 3224

Ocala, FL 34470
Tel: (352) 732-8121
Fax: (352) 368-2183
E-mail: sgray@qahlaw.com



- 21.2.5 **Additional Addresses.** If given to Utilities, a Notice hereunder shall be addressed as follows.
- ORANGE BLOSSOM UTILITIES, INC.
PO Box 250
Lady Lake, FL 32158
- 21.2.6 **Additional Addresses.** If given to Ronald Miller, a Notice hereunder shall be addressed as follows:
- RONALD MILLER
c/o: Mr. Jeffrey Phillips
2295 NW Corporate Blvd. Ste. 110
Boca Raton, FL 33431
- 21.2.7 **Additional Addresses.** If given to Patricia Reid, a Notice hereunder shall be addressed as follows:
- PATRICIA REID
c/o Village Park Estate Homes, LLC
2295 NW Corporate Blvd., Ste. 110
Boca Raton, FL 33431
- 21.2.8 **Additional Addresses.** If given to Michele Little, a Notice hereunder shall be addressed as follows:
- MICHELE LITTLE
c/o Village Park Estate Homes, LLC
2295 NW Corporate Blvd. Ste. 110
Boca Raton, FL 33431
- 21.2.9 **Additional Addresses.** If given to Village Park at 466, LLC, a Notice hereunder shall be addressed as follows:
- VILLAGE PARK AT 466, LLC
Manager: Mr. Paul Rohan
9000 Regency Square Blvd., Ste. 200
Jacksonville, FL 32211
- 21.2.10 **Modification of Address.** Any Party hereto may change the address or addresses to which a Notice is to be sent, or the facsimile number, by giving written notice of such change to the other Parties to this Agreement in the manner provided herein.
- 21.3 **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.
- 21.4 **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be

binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

- 21.5 **Amendment**. This Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same form as this Agreement.
- 21.6 **Severability**. In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 21.7 **Successors and Assigns**. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.
- 21.8 **Applicable Law**. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall only be in a court of competent jurisdiction in Sumter County, Florida.
- 21.9 **Entire Agreement**. This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

IN WITNESS WHEREOF, the parties have set their hand and seal as of the day and year first above written.

SEE ATTACHED SEPARATE SIGNATURE PAGES

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

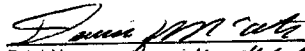
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SIGNATURE PAGE OF SUMTER COUNTY, FLORIDA
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET AL.

APPROVED AS TO FORM AND CONTENT BY SUMTER COUNTY ATTORNEY:


Print Name: David M. McCoy


AS TO COUNTY

SUMTER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: 
Print Name: DOUG GILPIN
Chairman, Board of County Commissioners

ATTEST:




Donnie Webb Deputy Clerk
Donnie Webb Deputy Clerk

DEC 29 2009

APPROVED BY SUMTER COUNTY COMMISSION ON _____

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

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SIGNATURE PAGE OF VILLAGE PARK ASSOCIATES, LLC
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET AL.

Signed and sealed in our presence as witnesses:

VILLAGE PARK ASSOCIATES, LLC, A
NEVADA LIMITED LIABILITY COMPANY

Michelle Teerlink
Print Name: Michelle Teerlink

By: [Signature]
Print Name: Paul R. Ruan
Title: Principal
Date: 1-26-2010

Print Name: _____

STATE OF FLORIDA
COUNTY OF Sumter

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged
before me by Paul Ruan as _____ for VILLAGE PARK ASSOCIATES, LLC, A
NEVADA LIMITED LIABILITY COMPANY, who is:

☒ Personally known by me, OR
☐ Produced a driver's license as identification.

Dated: this 26 day of January, 2010.

Print Name: Michelle Teerlink
Notary Public, State of Florida
Commission number DD 710035
Commission expires 8/29/2011

Michelle Teerlink



SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM PAGE 20 OF 39
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SIGNATURE PAGE OF VILLAGE PARK CENTER INVESTORS, LLC
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET AL.

Signed and sealed in our presence as witnesses:

Print Name: ASTLEY DAVIDSON
Print Name: MARK BLUMSTEIN

VILLAGE PARK CENTER INVESTORS, LLC, A
NEVADA LIMITED LIABILITY COMPANY

By: [Signature]
Print Name: JEFFREY PHILLIPS
Title: MANAGING MEMBER COMMERCIAL FIRST LLC
Date: 1/11/2010 MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged
before me by JEFFREY PHILLIPS as MANAGER for VILLAGE
PARK CENTER INVESTORS, LLC, A NEVADA LIMITED LIABILITY COMPANY, who is:

☒ Personally known by me. OR
☒ Produced a driver's license as identification.

Dated: this 11th day of January, 2010



Print Name: P. Orosa
Notary Public, State of Florida
Commission number
Commission expires

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/05/2010 12:51:23PM
AGREEMENT

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SIGNATURE PAGE OF JP DEVELOPERS, LLC
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET AL.

Signed and sealed in our presence as witnesses:

JP DEVELOPERS, LLC, A NEVADA LIMITED
LIABILITY COMPANY

Print Name: ASHLEY DAVISON

By:

Print Name: JEFFREY PHILIPS

Title: MANAGING MEMBER OF COMMERCIAL FIRST US

Date: 1/11/2010

MANAGING MEMBER

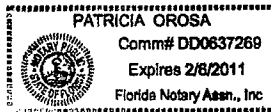
Print Name: MARIE BLUMSTON

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged
before me by JEFFREY PHILIPS MANAGING MEMBER for JP DEVELOPERS, LLC, A NEVADA
LIMITED LIABILITY COMPANY who is:

- ☒ Personally known by me, OR
☒ Produced a driver's license as identification.

Dated: this 11th day of January, 2010



Print Name: P. Orosa
Notary Public, State of Florida
Commission number
Commission expires

2010 3224



SIGNATURE PAGE OF VILLAGE PARK ESTATE HOMES, LLC
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY VILLAGE PARK ASSOCIATES, LLC, VILLAGE PARK CENTER
INVESTORS, LLC; ET AL.

Signed and sealed in our presence as witnesses:

VILLAGE PARK ESTATE HOMES, LLC, A
NEVADA LIMITED LIABILITY COMPANY

Print Name: ASHLEY DAVIDSON

By: JEFFREY PHILIPS

Print Name: MARK BLUMSTEIN

Print Name: JEFFREY PHILIPS
Title: MANAGING MEMBER OF COMMERCIAL FIRST LLC - MANAGING MEMBER
Date: 1/11/2010

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged
before me by JEFFREY PHILIPS as MANAGING MEMBER for VILLAGE
PARK ESTATE HOMES, LLC, A NEVADA LIMITED LIABILITY COMPANY, who is:

☒ Personally known by me, OR
☒ Produced a driver's license as identification.

Dated this 11th day of January, 2010



Print Name: P Orosa
Notary Public, State of Florida
Commission number
Commission expires

2010 3224



SIGNATURE PAGE OF VILLAGE PARK CENTER PROPERTY OWNERS ASSOCIATION, INC.
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC, ET AL.

Signed and sealed in our presence as witnesses:

[Signature]
Print Name: ASHLEY DAVISON

[Signature]
Print Name: MARK BLUMSTADT

VILLAGE PARK CENTER PROPERTY
OWNERS ASSOCIATION, INC., A FLORIDA
NOT-FOR-PROFIT CORPORATION

By: [Signature]
Print Name: JEFFREY PHILLIPS
Title: PRESIDENT
Date: 1/19/2010

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged
before me by JEFFREY PHILLIPS as PRESIDENT for VILLAGE
PARK CENTER PROPERTY OWNERS ASSOCIATION, INC. A FLORIDA NOT-FOR-PROFIT
CORPORATION, who is:

☒ Personally known by me. OR
☒ Produced a driver's license as identification.
Dated this 11th day of January, 2010



[Signature]
Print Name:
Notary Public, State of Florida
Commission number
Commission expires

SIGNATURE PAGE OF ORANGE BLOSSOM UTILITIES, INC.
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.

Signed and sealed in our presence as witnesses:

ORANGE BLOSSOM UTILITIES, INC., A
FLORIDA CORPORATION

Sheila Rodriguez
Print Name: Sheila Rodriguez
Mark Rodriguez
Print Name: Mark Rodriguez

By: Nancy Steinmetz
Print Name: Nancy Steinmetz
Title: President
Date: 1-12-2010

STATE OF FLORIDA
COUNTY OF Lake

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged
before me by Nancy Steinmetz as President for ORANGE
BLOSSOM UTILITIES, INC., A FLORIDA CORPORATION, who is:

☒ Personally known by me, OR
☐ Produced a driver's license as identification.

Dated: this 12th day of January, 2010 ~~2009~~



Sheila Rodriguez
Print Name: SHEILA RODRIGUEZ
Notary Public, State of Florida
Commission number DD 774140
Commission expires June 25, 2012

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**CONSENT AND JOINDER OF VILLAGE PARK AT 466, LLC
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY, VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET AL.**

The undersigned, VILLAGE PARK AT 466, LLC, as the owner of a sub-parcel of the Property which is the subject-matter of this Agreement, does hereby expressly consent to the terms and provisions of this Agreement, as set forth in Section 12 thereof.

The undersigned further represents and warrants that the sub-parcel owned by the undersigned and located within the boundaries of the Property does not constitute the homestead of the undersigned, nor is it contiguous with any real property claimed by homestead as the undersigned under the laws of the State of Florida.

In witness whereof, the undersigned has executed this Consent and Joinder on this 22nd day of January, 2009.

Signed and sealed in our presence as witnesses:

**VILLAGE PARK AT 466, LLC, A FLORIDA
LIMITED LIABILITY COMPANY**

Print Name: Susan C. Bringle

By: [Signature]

Print Name: Paul Rohan

Title: Manager

Date: 1-22-10

Print Name: Beverly J. Hernandez

STATE OF FLORIDA
COUNTY OF Marion

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by Paul Rohan as Manager for VILLAGE PARK AT 466, LLC, A FLORIDA LIMITED LIABILITY COMPANY who is

☒ Personally known by me, OR
☐ Produced a driver's license as identification.

Dated: this 22nd day of January, 2009.

**BEVERLY J. HERNANDEZ
Notary Public, State of Florida
My comm. expires June 22, 2012
Comm. No. DD 799520**

Print Name: Beverly J. Hernandez
Notary Public, State of Florida
Commission number
Commission expires

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**CONSENT AND JOINDER OF RONALD MILLER
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET. AL.**

The undersigned, RONALD MILLER, as the owner of a sub-parcel of the Property which is the subject-matter of this Agreement, does hereby expressly consent to the terms and provisions of this Agreement, as set forth in Section 12 thereof.

The undersigned further represents and warrants that the sub-parcel owned by the undersigned and located within the boundaries of the Property does not constitute the homestead of the undersigned, nor is it contiguous with any real property claimed by homestead as the undersigned under the laws of the State of Florida.

In witness whereof, the undersigned has executed this Consent and Joinder on this 11 day of January, 20 10

Signed and sealed in our presence as witnesses:

[Signature]
Print Name: PAUL MILLER
[Signature]
Print Name: Samuel J. Simon

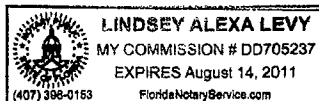
[Signature]
RONALD MILLER
Date: 1/11/10

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing CONSENT AND JOINDER OF RONALD MILLER TO SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by RONALD MILLER, who is

☒ Personally known by me, OR
☐ Produced a driver's license as identification.

Dated: this 11th day of January, 20 10



[Signature]
Print Name: _____
Notary Public, State of Florida
Commission number _____
Commission expires _____

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**CONSENT AND JOINDER OF PATRICIA REID
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET AL.**

The undersigned, PATRICIA REID, as the owner of a sub-parcel of the Property which is the subject-matter of this Agreement, does hereby expressly consent to the terms and provisions of this Agreement, as set forth in Section 12 thereof.

The undersigned further represents and warrants that the sub-parcel owned by the undersigned and located within the boundaries of the Property does not constitute the homestead of the undersigned, nor is it contiguous with any real property claimed by homestead as the undersigned under the laws of the State of Florida.

In witness whereof, the undersigned has executed this Consent and Joinder on this 11 day of January, 2010.

Signed and sealed in our presence as witnesses:

Michael Carson
Print Name: Michael Carson

Steve Johnson
Print Name: Steve Johnson

P. Reid
PATRICIA REID
Date: 1/11/2010

STATE OF FLORIDA
COUNTY OF Broward

The foregoing CONSENT AND JOINDER OF PATRICIA REID TO SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by PATRICIA REID, who is:

- ☒ Personally known by me, OR
☒ Produced a driver's license as identification.

Dated: this 11th day of January, 2010.



P. Orosa
Print Name
Notary Public, State of Florida
Commission number
Commission expires

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**CONSENT AND JOINDER OF MICHELE LITTLE
TO
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT
BETWEEN SUMTER COUNTY VILLAGE PARK ASSOCIATES, LLC; VILLAGE PARK CENTER
INVESTORS, LLC; ET.AL.**

The undersigned, MICHELE LITTLE, as the owner of a sub-parcel of the Property which is the subject-matter of this Agreement, does hereby expressly consent to the terms and provisions of this Agreement, as set forth in Section 12 thereof.

The undersigned further represents and warrants that the sub-parcel owned by the undersigned and located within the boundaries of the Property does not constitute the homestead of the undersigned, nor is it contiguous with any real property claimed by homestead as the undersigned under the laws of the State of Florida.

In witness whereof, the undersigned has executed this Consent and Joinder on this 11 day of January, 2008.

Signed and sealed in our presence as witnesses:

Michele Little
Print Name: MICHELE LITTLE

John O'Brien
Print Name: JOHN O'BRIEN

MICHELE LITTLE
Date: 1/11/2010

STATE OF FLORIDA
COUNTY OF Broward

The foregoing CONSENT AND JOINDER OF MICHELE LITTLE TO SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by MICHELE LITTLE, who is:

- ☒ Personally known by me, OR
☒ Produced a driver's license as identification.

Dated, this 11th day of January, 2008.



Print Name: P. Orosa
Notary Public, State of Florida
Commission number
Commission expires

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SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital B	Legal description of the Property
B	Recital C	Legal description of the Commercial Parcel
C	Recital C	Legal description of the Mixed-Use Parcel
D	Recital C	Composite legal description of the Out Parcels
E	§ 3.8	Approved Master Site Plan
F	§ 7	Legal Utilities Tract
G	§ 10.8	Schedule of Parking Space Requirements

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EXHIBIT "A"

PARCEL NO. 1

BEGIN AT THE NORTHWEST CORNER OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE SOUTH 1332.15 FEET; THENCE WEST 220.72 FEET; THENCE NORTH TO THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION; THENCE EAST TO THE POINT OF BEGINNING, EXCEPT THE NORTH 50.00 FEET OF THE EAST 25.00 FEET OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION. LESS THE FOLLOWING DESCRIBED PARCEL: BEGIN AT THE NORTHWEST CORNER OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND PROCEED SOUTH ALONG THE WEST BOUNDARY OF SAID WEST ¼, A DISTANCE OF 60.00 FEET TO A REFERENCE POINT "A"; THENCE RETURN TO POINT OF BEGINNING AND PROCEED WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 15, A DISTANCE OF 60.00 FEET; THENCE SOUTHEASTERLY TO REFERENCE POINT "A"

PARCEL NO. 2

BEGIN 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST. THENCE SOUTH 1334.50 FEET; THENCE EAST 1285.32 FEET; THENCE NORTH 1333.49 FEET TO THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION; THENCE WEST ALONG SAID BOUNDARY TO THE POINT OF BEGINNING.

PARCEL NO. 3

THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST LYING NORTH OF HIGHWAY C-466 AND THAT PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION LYING NORTH OF HIGHWAY C-466.

EXCEPT A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND A PORTION OF THOSE LANDS AS DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 525, PAGES 48 AND 49 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 499, PAGES 124, 125 AND 126 OF THE PUBLIC RECORDS OF SUMTER COUNTY FLORIDA AND PROCEED SOUTH, ALONG A SOUTHERLY PROJECTION OF THE EAST BOUNDARY OF SAID CERTAIN LANDS, A DISTANCE OF 77.99 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD NO. C-466 (BEING 100.00 FEET WIDE), SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1959.86 FEET AND A CENTRAL ANGLE OF 10° 32' 01". THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY, A DISTANCE OF 371.72 FEET TO AN INTERSECTION WITH THE SOUTH BOUNDARY OF THE AFORESAID CERTAIN LANDS SAID ARC HAVING A CHORD BEARING AND DISTANCE OF N. 77° 58' 18" W. 371.16 FEET; THENCE N. 59° 53' 52" E., ALONG SAID SOUTH BOUNDARY A DISTANCE OF 365.01 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND LYING AND BEING SITUATE IN SUMTER COUNTY, FLORIDA AND CONTAINS 0.37 ACRES MORE OR LESS.

ALL OF THE ABOVE DESCRIBED PARCELS ARE TOGETHER WITH THE FOLLOWING DESCRIBED:

A PARCEL OF LAND BEING A PORTION OF TRACT "B" OF GLEN HOLLOW FARMS AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 136 THROUGH 136c OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS

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EXHIBIT "A" (CON'T)

FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND PROCEED SOUTH 89° 42' 12" EAST ALONG THE NORTH LINE OF SAID EAST ½ AND ALONG THE BOUNDARY OF THE AFORESAID TRACT "B", A DISTANCE OF 225.00 FEET; THENCE SOUTH 43° 17' 05" WEST A DISTANCE OF 318.13 FEET TO AN INTERSECTION WITH THE WEST BOUNDARY OF THE AFORESAID EAST ½ AND THE BOUNDARY OF SAID TRACT "B"; THENCE NORTH 00° 16' 23" EAST ALONG SAID WEST BOUNDARY AND SAID BOUNDARY OF TRACT "B", A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND LYING IN AND BEING SITUATE IN SUMTER COUNTY, FLORIDA.

PARCELS 1 AND 2 SUBJECT TO A UTILITY SET BACK EASEMENT AS RECORDED IN O.R. BOOK 680, PAGE 355 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

PARCELS 1 AND 2 ARE SUBJECT TO A BLANKET SUMTER ELECTRIC COOPERATIVE, INC. UTILITY RIGHT OF WAY EASEMENT AS RECORDED IN O.R. BOOK 106, PAGE 32 OF THE PUBLIC RECORDS OF SUMTER COUNTY.

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EXHIBIT "B"

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH,
RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S00° 08' 51" E., ALONG
THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE
NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 450.10 FEET TO THE POINT
OF BEGINNING. THENCE CONTINUE S00° 08' 51" E., A DISTANCE OF 826.26 FEET TO
THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 466; THENCE RUN N. 45°
51' 08" W., ALONG SAID RIGHT-OF-WAY, 96.21 FEET TO THE POINT OF CURVATURE
OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1959.86 FEET
AND A CENTRAL ANGLE OF 26° 41' 09". THENCE RUN ALONG THE ARC OF SAID
CURVE AND SAID RIGHT-OF-WAY AN ARC DISTANCE OF 912.82 FEET; THENCE
N00° 00' 00" E., 294.49 FEET; THENCE N. 89° 53' 52" E., 281.21 FEET; THENCE S. 00° 06'
06" E., 94.06 FEET; THENCE N. 89° 53' 52" E., 160.00 FEET; THENCE N. 00° 06' 08" W.,
94.06 FEET THENCE N. 89° 53' 52" E., 402.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.55 ACRES MORE OR LESS

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EXHIBIT "C"

LEGAL DESCRIPTION

BEGIN 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN S. 89° 59' 25" E., ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 15 1442.24 FEET; THENCE RUN S. 45° 03' 32" E., 49.56 FEET; THENCE RUN S. 00° 07' 42" E., 14.99 FEET; THENCE RUN S. 89° 59' 45" E., 14.99 FEET; THENCE RUN S. 45° 03' 32" E., 14.17 FEET TO THE EAST LINE OF AFORESAID NORTHWEST ¼; THENCE RUN S. 00° 07' 39" E., ALONG SAID EAST LINE 1271.93 FEET; THENCE RUN S. 89° 55' 20" W., ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 15, 661.67 FEET; THENCE RUN N. 00° 05' 52" W., 217.19 FEET; THENCE RUN S. 89° 56' 51" W., 402.54 FEET; THENCE RUN S. 00° 03' 09" E., 94.06 FEET; THENCE RUN S. 89° 56' 51" W., 160.00 FEET; THENCE RUN N. 00° 03' 09" W., 94.06 FEET; THENCE RUN S. 89° 56' 51" W., 281.08 FEET; THENCE RUN N. 00° 01' 25" E., 1116.66 FEET TO THE POINT OF BEGINNING.
CONTAINING 42.11 ACRES.

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EXHIBIT "D"

LEGAL DESCRIPTION - STEINMETZ LOT NO. 1

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W. 1116.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 01' 25" W., 294.44 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY C-466; SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 04° 06' 20"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID NORTH RIGHT-OF-WAY AND SAID CURVE A DISTANCE OF 140.45 FEET SAID ARC HAVING A CHORD BEARING OF S. 70° 25' 20" E. AND A CHORD DISTANCE OF 140.42 FEET; THENCE LEAVING SAID CURVE RUN N. 23° 36' 00" E. A DISTANCE OF 221.49 FEET; THENCE RUN S. 66° 24' 00" E. A DISTANCE OF 15.00 FEET; THENCE RUN N. 23° 36' 00" E. A DISTANCE OF 158.02 FEET; THENCE RUN S. 89° 56' 51" W. A DISTANCE OF 297.86 FEET TO THE POINT OF BEGINNING. CONTAINING 1.60 ACRES MORE OR LESS.

LEGAL DESCRIPTION STEINMETZ LOT NO. 4

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W. 1411.10 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY C-466; SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 18° 01' 37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID NORTH RIGHT-OF-WAY AND SAID CURVE A DISTANCE OF 616.70 FEET SAID ARC HAVING A CHORD BEARING OF S. 63° 27' 41" E. AND A CHORD DISTANCE OF 614.16 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID CURVE RUN N. 34° 36' 28" E. A DISTANCE OF 293.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 130.00 FEET AND CENTRAL ANGLE OF 18° 17' 33". THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 41.50 FEET TO THE POINT OF TANGENCY; THENCE RUN N. 16° 18' 54" E. A DISTANCE OF 56.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27.00 FEET AND A CENTRAL ANGLE OF 74° 11' 32" THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.96 FEET; THENCE RUN N. 89° 55' 20" E., 68.33 FEET TO THE NORTHEAST CORNER OF THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 15; THENCE RUN S. 00° 05' 52" E., ALONG THE EAST LINE OF THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ 609.07 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF C-466; THENCE RUN N. 45° 43' 48" W., ALONG SAID RIGHT OF WAY 96.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 08° 38' 52"; THENCE RUN ALONG THE ARC OF SAID RIGHT OF WAY 295.84 FEET SAID ARC HAVING A CHORD BEARING OF N. 50° 07' 27" W., AND A CHORD DISTANCE OF 295.56 FEET TO THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL CONTAINS 2.26 ACRES MORE OR LESS.

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EXHIBIT "D" CONTINUED

GROUND FEE SIMPLE FOR TRACT "T" (SIGN)

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 1411.10 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY C-466; THENCE RUN S. 76° 57' 17" E., 261.46 FEET TO THE POINT OF BEGINNING; THENCE RUN N. 25° 05' 41" E., 5.00 FEET; THENCE RUN S. 64° 54' 19" E., 5.00 FEET; THENCE RUN S. 25° 05' 41" W., 5.00 FEET; THENCE RUN N. 64° 54' 19" W., 5.00 FEET TO THE POINT OF BEGINNING.

AIR RIGHTS EASEMENTS AND EASEMENT FOR INGRESS AND
EGRESS FOR TRACT "T" (SIGN)

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 1411.10 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY C-466; THENCE RUN S. 82° 22' 43" E., 249.72 FEET TO THE POINT OF BEGINNING; THENCE RUN S. 64° 54' 19" E., 40.00 FEET; THENCE RUN S. 41° 26' 23" W., 42.64 FEET; THENCE RUN N. 64° 54' 19" W., 16.00 FEET; THENCE RUN N. 08° 44' 58" E 42.64 FEET TO THE POINT OF BEGINNING.

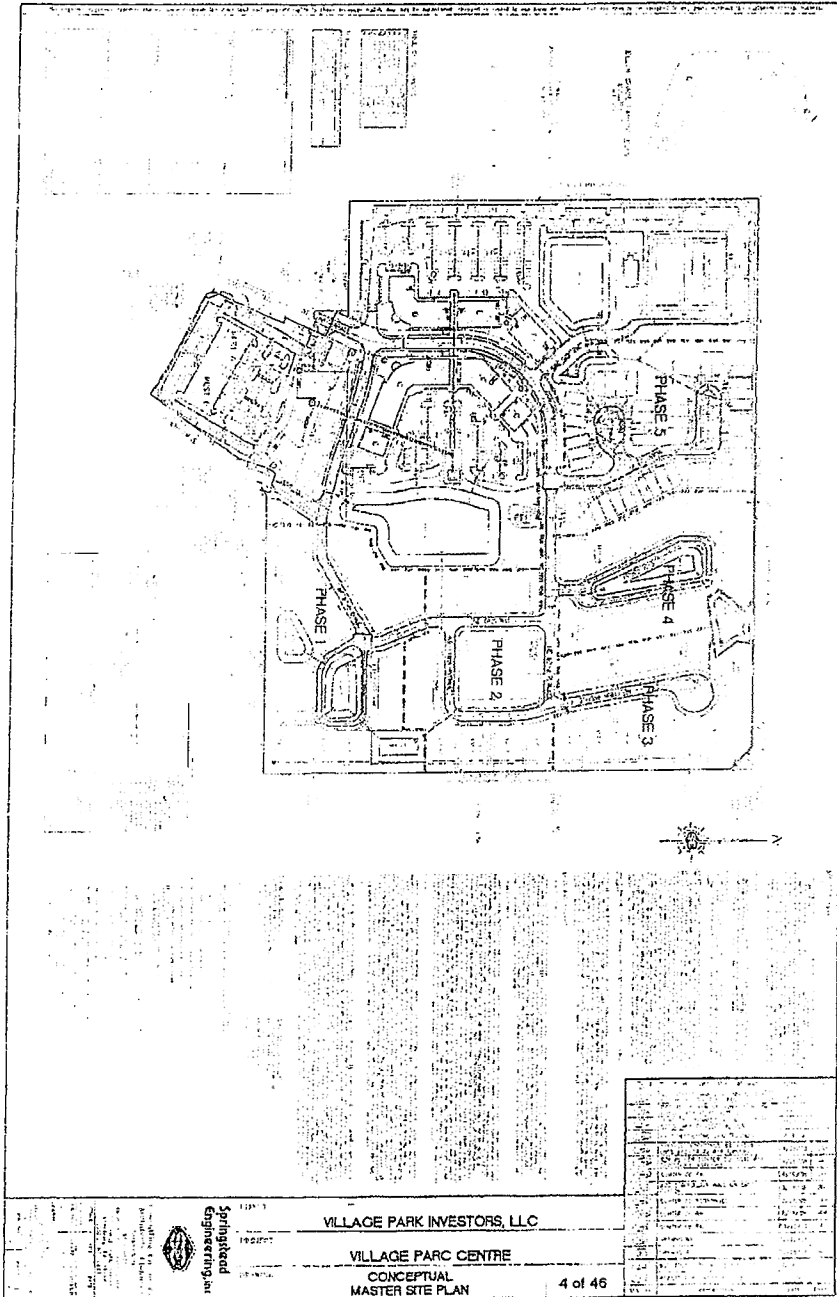
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EXHIBIT "E"



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EXHIBIT "F"

MAIN WELL SITE

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 464.25 FEET; THENCE RUN S. 89° 58' 35" E., 757.14 FEET TO POINT OF BEGINNING; THENCE RUN S. 89° 59' 26" E., 121.24 FEET; THENCE RUN S. 00° 00' 34" W., 64.07 FEET; THENCE RUN N. 89° 59' 26" W., 121.23 FEET; THENCE RUN N. 00° 00' 00" E., 64.07 FEET TO THE POINT OF BEGINNING. CONTAINING 7767.27 SQ. FT. (0.18 Ac.±)

AUXILIARY WELL SITE

COMMENCE 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 626.25 FEET; THENCE RUN S. 89° 58' 35" E., 827.69 FEET TO POINT OF BEGINNING; THENCE RUN N. 89° 45' 29" E., 25.30 FEET; THENCE RUN S. 00° 14' 31" E., 20.99 FEET; THENCE RUN S. 89° 45' 29" W., 25.30 FEET; THENCE RUN N. 00° 14' 31" W., 20.99 FEET TO THE POINT OF BEGINNING. CONTAINING 551.14 SQ. FT. (0.0122 Ac.±)

SEWAGE TREATMENT PLANT

BEGIN 1142.39 FEET EAST OF THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 00° 01' 25" W., 387.53 FEET; THENCE RUN S. 89° 56' 26" E., 385.21 FEET; THENCE RUN N. 00° 00' 35" E., 387.87 FEET TO THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 15; THENCE RUN N. 89° 59' 25" W., ALONG AFORESAID NORTH LINE 385.12 FEET TO THE POINT OF BEGINNING. CONTAINING 149329.84 SQ. FT. (3.43 AC. ±).

LIFT STATION SITE

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. THENCE RUN S. 89° 55' 20" W., 73.24 FEET; THENCE RUN N. 00° 04' 40" W., 30.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N. 00° 04' 40" W., 23.33 FEET; THENCE RUN S. 89° 55' 20" W., 27.33 FEET; THENCE RUN S. 00° 04' 40" E., 23.33 FEET; THENCE RUN N. 89° 55' 20" E., 27.33 FEET TO THE POINT OF BEGINNING. CONTAINING 637.78 SQ. FT. (0.0145 AC. ±).

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EXHIBIT "G"

TABLE 13-561B PARKING REQUIREMENTS	
Specific Use	Required Parking Spaces*
Residential	
Group home, ACLF or nursing home	1 per 4 beds
Hotel or Motel	1.1 per sleeping room or rental unit
Single family attached/detached	2 per dwelling unit
Commercial	
Bank	1 per 220 sq.ft. of floor area plus stacking lane requirements
Bowling Alley	4 spaces per alley
Convenience store	1 per 200 sq. ft. of gross leasable area
Movie Theaters	1 space per 3 seats
Offices, medical and dental clinics, veterinary clinics	1 per 250 sq.ft. of gross floor area
Restaurant, bar, cocktail lounge or fast food	1 per 125 sq.ft. of gross leasable area, or 1 per 2.5 seats, whichever is greater; plus stacking lane requirements
Uses located in shopping centers and general retail independently located	1 per 250 sq.ft. of gross leasable area
Vehicle repair/service shop	3 spaces per repair bay
Warehousing, distribution, construction and contractor's yards, storage	1 per 1,000 sq.ft. of gross floor area for the first 20,000 sq.ft. and 1 per 2,000 sq.ft. of gross floor area in excess of 20,000 sq. ft.
Warehousing - mini storage	5 spaces, if office is provided

SUMTER COUNTY, FLORIDA
 GLORIA HAYWARD, CLERK OF CIRCUIT COURT
 02/05/2010 12:51:23PM
 AGREEMENT

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2010 3224

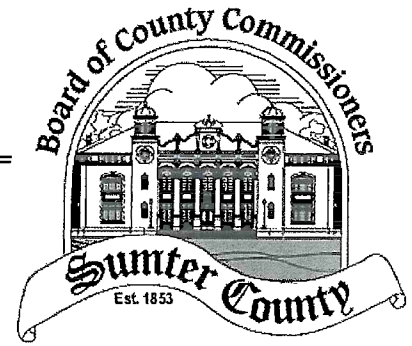


Board of County Commissioners

Division of Planning & Development

Planning Services

7375 Powell Road, Suite 115 • Wildwood, FL 34785 • Phone (352) 689-4460 • FAX: (352) 689-4461
Website: <http://sumtercountyfl.gov/planning>



October 26, 2011

JP Developers, LLC
Village Park Developers, LLC
Village Park Estate Homes, LLC
Village Park Associates, LLC
Village Park Center Property Owners Association, Inc.
Village Park Center Investors
Orange Blossom Utilities, Inc.
Village Park at 466, LLC
Ronald Miller
Michele Little
PMJ Capital Corp
Carol Ann Kradin - Trustee
Gray, Ackerman & Haines P.A. – Steven H. Gray, Esquire
Laura A. Vogel, P.A.

 **COPY**

Via Certified Mail – Return Receipt Requested

Re: Public Hearings to Consider Termination of Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes for Village Park Center PUD.

To Parties Named Above:

This letter is to notify you of public hearings to be held by the Sumter County Board of County Commissioners (BOCC) to consider the termination of the Site and Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes – Village Park Center PUD (recorded in OR Book 2160 – Pages 1-39) and its amendment adopted by the BOCC on June 8, 2010 (collectively “Agreement”).

These public hearings are a result of the following violation of the conditions of the Agreement:

Bradley T. Cornelius, AICP
Director of Planning & Development
(352) 689-4460
7375 Powell Road, Suite 115
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Richard "Dick" Hoffman, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Randy Mask, Dist 5
Office: (352) 689-4400
Home: (352) 793-3930
7375 Powell Road
Wildwood, FL 34785

- 1 Section 16 of the Agreement requires the current owners to file an Annual Report to the County each year during the first 5 years of the term of the Project. The Site and Concurrency Development Agreement was adopted on December 29, 2009, and recorded on February 2, 2010. Based on the recording date of February 2, 2010, an Annual Report was due to the County within 45 days of February 2, 2011. As of October 25, 2011, no Annual Report has been filed with the County. This is a violation of Section 16 of the Site and Concurrency Development Agreement.
2. Section 10.6 of the Site and Concurrency Development Agreement requires the perpetual maintenance of the 30 foot landscape buffer along the eastern property line of the project. Staff inspected the 30 foot landscape buffer on October 18, 2011, and October 25, 2011, and found that it is not being properly maintained pursuant to Section 10.6. This is a violation of Section 10.6 of the Agreement.


Actions and the time required to cure these failures were described in a letter from the County Attorney to Ms. Laura A. Vogel, PA, acting on behalf of the project, dated October 19, 2011. This letter is attached for information.

As a result of these public hearings, the BOCC may terminate the Agreement or take other actions as determined by the BOCC.

The BOCC will hold the public hearings as follows:

- o November 8, 2011, at 5:00 p.m. at the Bushnell Government Offices – 910 N Main St. Bushnell, FL 33513, and
- o November 22, 2011, at 5:00 p.m. at the Colony Cottage Recreation Center – 510 Colony Blvd. The Villages, FL 32162

Sincerely,



Bradley T. Cornelius, AICP, CPM., LEED Green Assoc.
Director of Planning & Development

Copy: Bradley Arnold, County Administrator
George Angeliadis, Hogan Law Firm, County Attorney

THE HOGAN LAW FIRM®

We mean businessSM

October 19, 2011

Laura A. Vogel, P.A.
1035 S. State Road 7
Suite C-315, #22
Wellington, Florida 33414

Re: Village Park Developers, LLC

Dear Ms. Vogel,

Thank you for your correspondence of October 12, 2011. Please allow this communication to respond to same.

In your letter you reference several documents in support of your contention that Village Park Developers, LLC ("Village Park") has obtained the requisite written consents from all interested parties sufficient to justify county staff to recommend approval of Village Park's re-plat application for the development project in question. The documents you referenced are:

1. Joinders and Consents concerning the development from 2009 to present;
2. Minutes from the December 7, 2009 ZAB;
3. December 29, 2009, Agenda for the Sumter County BOCC;
4. December 29, 2011, Meeting Minutes of the Sumter County BOCC;
5. Site and Concurrency Development Agreement recorded February 5, 2010;
6. Minutes from the April 19, 2010, DRC meeting.

It should be noted, however, that you did not provide Sumter County with Joinders and Consents from Carol Ann Kradin, Village Park Associates, LLC (Paul Rohan), or PMJ Capital for the re-plat of the Village Park Center development. The documentation you did supply includes the signature pages for the approval of the First Amendment to the Site and Concurrency Development Agreement as well as the Joinder and Consents for the original Site and Concurrency Development Agreement.

The Zoning & Adjustment Board hearing on December 7, 2009, referenced in your correspondence related to the amendment of the RPUD zoning approval. In addition, the Board of County Commissioners hearing on December 29, 2009, related to

the same amendment of the RPUD zoning approval, as well as the adoption of the original Site and Concurrency Development Agreement.

The amendment to the RPUD zoning approval and the original Site and Concurrency Development Agreement does provide the zoning approval necessary for the Village Park property to be developed with additional individual fee simple lots, as opposed to the original tracts, and also reflects a general phasing plan for the development. However, the amendment to the RPUD and Site and Concurrency Development Agreement is separate and apart from the re-platting of the project. From the County's perspective, the requirement that all owners consent to the re-plat is not extinguished simply because the owners may have consented to the RPUD amendment and the Site and Concurrency Development Agreement.

The County maintains that all owners and/or interested parties within the original plat must also consent to the re-plat. This is based on the fact that the original infrastructure improvements contemplated within the original plat were never completed. To the extent the application to re-plat attempts to phase the implementation of the original plat and modify the completion of the associated infrastructure, the proposed re-plat impacts the property rights of all owners and/or interested parties within the project. As of October 18, 2011, County staff had been notified that Carol Ann Kradin, PMJ Capital, and Village Park Associates, LLC object to the re-plat of the project. Without these consents to the re-plat, the County is not in a position to move forward with your client's application. The nature and reasoning behind the objections to the re-plat is a private matter between your client and these owners, which must be resolved prior to the County being able to provide favorable consideration to your client's application.

Furthermore, after a closer review of the Site and Concurrency Development Agreement, dated December 29, 2009, County staff has identified several material non-compliance issues by your client with regard to the conditions of the Site and Concurrency Development Agreement. Specifically,


- 1 Section 12 of the Site and Concurrency Development Agreement requires a Property Owners Association ("POA"). Based upon records provided by the Florida Department of State on October 18, 2011, the Village Park Center Property Owners Association was administratively dissolved on 9/23/2011, and is no longer an active entity. This is a violation of Section 12 of the Site and Concurrency Development Agreement.
2. Section 16 of the Site and Concurrency Development Agreement requires the current owners to file an Annual Report to the County each year during the first 5 years of the term of the Project. The Site and Concurrency Development Agreement was adopted on December 29, 2009, and recorded on February 2, 2010. Based on the recording date of February 2, 2010, an Annual Report was due to the County within 45 days of February 2, 2011. As of October 18, 2011, no Annual Report has been filed with the County. This is a violation of Section 16 of the Site and Concurrency Development Agreement.

- 3 Section 10.6 of the Site and Concurrency Development Agreement requires the perpetual maintenance of the 30 foot landscape buffer along the eastern property line of the project. Staff inspected the 30 foot landscape buffer on October 18, 2011, and found that it is not being properly maintained pursuant to Section 10.6. This is a violation of Section 10.6 of the Site and Concurrency Development Agreement.

The annual reporting requirement in development agreements is intended to aid the local government in complying with 163.3235. Based upon the foregoing, it appears that there is competent and substantial evidence for the County to conclude that there has been a lack of good faith compliance with the Concurrency Development Agreement on the part of Village Park, which would justify revocation of the agreement.

As a result of Village Park's failure to provide necessary consents from interested parties and/or owners, as well as the material issues of non-compliance with the Site and Concurrency Development Agreement detailed herein, County staff will be requesting that the Board of County Commissioners schedule two public hearings to consider the termination of the Site and Concurrency Development Agreement. Once these public hearing dates are set, the County will provide all required notices to all interested parties subject to the Site and Concurrency Development Agreement. Your client will have until the date of the aforementioned hearings to cure the aforementioned non-compliance issues AND provide County staff with the requisite consents from all interested parties and/or owners before the County can move forward with Village Park's application for re-plat. If these deficiencies are not resolved by the date of the hearings, County staff will have no choice but to move forward with the recommendation that the Site and Concurrency Development Agreement be terminated. The proposed dates for the two public hearings to consider the termination of the Site and Concurrency Development Agreement are November 8, 2011, and November 22, 2011. These dates for the public hearings will be presented for confirmation by the Board of County Commissioners at their October 25, 2011 meeting.

Sincerely,



George G. Angelladis, Esq.
Attorney for Sumter County

GGA/slm
cc: client

Cornelius, Brad

From: phillip pierson [phillip pierson@gmail.com]
Sent: Friday, October 28, 2011 8:53 AM
To: Cornelius, Brad; Gary Thomas, Laura Vogel; rmiller@anselmiller.com; Mark
Subject: Village Park

Brad

Good morning. I am sending you an update to the above referenced project. The POA is reinstated and active. We have Bob Whiddon preparing the annual report to be sent to the county upon completion. The landscape buffer is being addressed next week on Wednesday and Thursday. We were told to wait and see if the trees and shrubs were able to come back from the vandalism we suffered. I do not know if you are aware, but we have had someone that vandalised our irrigation system.

It is my understanding that you have everything regarding the bonds and bond language that has been addressed thus far. Please advise regarding approval of the bonds we have posted for the entire site as you requested.

Thanks in advance for your cooperation.

Sincerely

Phillip Pierson

LAURA A. VOGEL, P.A.

ATTORNEY AT LAW

October 31, 2011

Via U S. Mail and
Email George@hoganlawfirm.com

George G. Angeliadis, Esq
The Hogan Law Firm
20 S. Broad Street
Brooksville, Florida 34601

Re: Village Park Developers, LLC/Sumter County

Dear Mr. Angeliadis:

This shall confirm our receipt of your correspondence dated October 26, 2011, wherein you have indicated that, as a result of certain alleged noncompliance issues as referenced in your previous October 19, 2011 correspondence, public hearings have been scheduled before the Sumter County Board of County Commissioners to consider the termination of our client's existing Site and Concurrency Development Agreement. It is further our understanding that these hearings have been scheduled for November 8, 2011 and November 22, 2011, respectively. At this time, and in an effort to afford our client the opportunity to cure any of the alleged noncompliance issues, our client respectfully requests a thirty (30) day extension to the time provided as the scheduling for these hearings has provided insufficient notice to complete same.


As this matter is time sensitive, your prompt response to the above request is appreciated. Accordingly, please let us hear from you within three (3) days as to the County's intended course of action in order that we may advise our client accordingly.

Thank you in advance for any assistance you may be.

Respectfully,

Laura A. Vogel, Esq.

cc Gary Thomas, Managing Member, Village Park Developers, LLC

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Events	No Name History			<input type="button" value="Submit"/>	
Detail by Entity Name					
<u>Florida Non Profit Corporation</u>					
VILLAGE PARK CENTER PROPERTY OWNER'S ASSOCIATION INC					
<u>Filing Information</u>					
Document Number	N04000002846				
FEI/EIN Number	204573161				
Date Filed	03/18/2004				
State	FL				
Status	ACTIVE				
Last Event	REINSTATEMENT				
Event Date Filed	10/21/2011				
Event Effective Date	NONE				
<u>Principal Address</u>					
17272 67TH COURT NORTH LOXAHATCHEE FL 33470					
Changed 10/26/2010					
<u>Mailing Address</u>					
17272 67TH COURT NORTH LOXAHATCHEE FL 33470					
Changed 10/26/2010					
<u>Registered Agent Name & Address</u>					
THOMAS. GARY 17272 67TH COURT NORTH LOXAHATCHEE FL 33470 US					
Name Changed: 10/26/2010					
Address Changed: 10/26/2010					
<u>Officer/Director Detail</u>					
<u>Name & Address</u>					
Title DP					
PIERSON, PHILLIP 2345 E ROAD LOXAHATCHEE FL 33470					
Title DVST					
THOMAS, GARY 17272 67TH COURT NORTH LOXAHATCHEE FL 33470					

Annual Reports

Report Year Filed Date

2009	10/26/2010
2010	10/26/2010
2011	10/21/2011

Document Images

10/21/2011 -- REINSTATEMENT	View image in PDF format
10/26/2010 -- REINSTATEMENT	View image in PDF format
04/30/2008 -- Amended and Restated Articles	View image in PDF format
04/25/2008 -- Off/Dir Resignation	View image in PDF format
04/25/2008 -- Off/Dir Resignation	View image in PDF format
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